CLERK'S COPY

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1918

No. 599

CARL F. STREIBERMANN AND [illegible]
COMPANY, PROPOSED INTERVENER,

vs.

MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1936

No. 599

CARL F. STROEHMANN AND LYCOMING TRUST COMPANY, TRUSTEE, PETITIONERS,

vs.

MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., FEBRUARY 13 1937.
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IN THE DISTRICT COURT OF THE UNITED STATES

For the Middle District of Pennsylvania

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, A CORPORATION AND CITIZEN OF THE STATE OF NEW YORK

vs.

CARL F. STROEHMANN AND LYCOMING TRUST COMPANY, TRUSTEE, CITIZENS AND RESIDENTS OF PENNSYLVANIA.

No. 973 June Term, 1932

In Equity

I.
DOCKET ENTRIES

Oct. 11 1932	Bill of Complaint.
Oct. 11 1932	Subpoena issued returnable 20 days after service.
Oct. 11 1932	Certified copies of Bill handed U. S. Marshal (2).
Oct. 18 1932	Subpoena returned served also copies of bill.
Oct. 31 1932	Motion to dismiss bill.
May 17 1934	Opinion and
May 17 1934	Order denying motion to dismiss.
Jul. 9 1934	Answer.
Dec. 3 1934	Order continuing case to be placed on trial list for Jan. Term, 1935.
Jan. 21 1935	Order continuing case to be placed on trial list for May Term, 1935.
Apr. 1 1935	Petition to amend bill of complaint and
Apr. 1 1935	Order granting rule returnable Apr.

16, 1935.

Apr. 18 1935 Order granting plaintiff leave to file an amended bill of complaint, and rule dated April 1, 1935, made absolute.

Apr. 18 1935 Plaintiff's Amended Bill of Complaint.

May 16 1935 Motion to dismiss amended Bill of Complaint.

Jul. 2 1935 Opinion and

Jul. 2 1935 Order, the amended bill of complaint is dismissed, plaintiff to pay the costs.

Sep. 6 1935 Petition for appeal and

Sep. 6 1935 Order allowing appeal. Bond in sum of $250.00 required.

Sep. 6 1935 Assignments of error.

Sep. 6 1935 Citation issued and mailed O'Malley, Hill, Harris & Harris, Esqs.

Sep. 10 1935 Bond on appeal in the sum of $250.00 and

Sep. 10 1935 Order of approval.

Sep. 16 1935 Copy of citation and acceptance of service thereon.

Sep. 16 1935 Praecipe for record on appeal and approval of appellees and

Sep. 16 1935 Order authorizing and directing Clerk U. S. District Court, to mail all the original files specified in praecipe to Clerk U. S. Circuit Court of Appeals, 3rd, Cit. for purpose of printing the transcript of the record on appeal.

Sep. 17 1935 Papers numbered 1 to 9, both inclusive, mailed Clerk, U. S. Circuit Court of Appeals, Phila. Pa.

II.

AMENDED BILL OF COMPLAINT
(Filed April 18, 1935)

To the Honorable,
the Judges of Said Court:

Your Orator, The Mutual Life Insurance Company of New York, complains and says:

First: Your Orator is a corporation duly incorporated under and by virtue of the statutes of the State of New York, is a citizen and resident thereof, with its principal office in the City, County and State of New York, and is duly authorized by its charter to issue policies of life insurance and is engaged in said business. Your Orator has complied with all the requirements of the statutes of Pennsylvania with reference to the conducting of life insurance business in Pennsylvania by a corporation of another state.

Second: The defendant, Carl F. Stroehmann, is a citizen and resident of the State of Pennsylvania and of the Middle District thereof, residing in the City of Harrisburg, Dauphin County, in said District and State. The defendant, the Lycoming Trust Company, is a corporation of the State of Pennsylvania, conducting the business of a Trust Company, and having its principal office and place of business in the City of Williamsport, in Lycoming County, in said Middle District of Pennsylvania.

Third: The amount in controversy in this case is in excess of the sum of three thousand dollars ($3000.00) exclusive of interest and costs.

Fourth: On the 15th day of September, 1919, at Ashland, Kentucky, the defendant, Carl F. Stroehmann, applied to the plaintiff company for

insurance upon his life in the amount of Five Thousand Dollars ($5000.00) in favor of his sister, Irene L. Strochmann, reserving, however, to said insured the right to change the beneficiary or otherwise modify the policy, without the consent of the beneficiary, said policy to contain a provision for disability benefits, including waiver of premiums, in the event of total and permanent disability.

Fifth: On the strength of the said application, the plaintiff company issued its Policy No. 2646105, under date of September 20, 1919, in the amount of Five Thousand Dollars ($5000.00) for the annual premium of One Hundred Twelve Dollars and Five Cents ($112.05), to be paid on the 20th day of September in each year during the continuance of the policy. Included in said annual premium of One Hundred Twelve Dollars and Five Cents ($112.05) was the sum of Four Dollars and Fifty Cents ($4.50) as additional premium to cover the disability benefit features of said policy.

Sixth: Under date of December 12, 1919, the said Carl F. Stroehmann, at Ashland, Kentucky, applied for an additional policy of insurance upon his life in the amount of Five Thousand Dollars ($5,000.00), basing his application upon the previous application, the beneficiary to be named in such policy being also the sister, Irene L. Strochmann, with all rights reserved to the insured to change the beneficiary of said policy without the consent of said beneficiary.

Seventh: Upon this application for additional insurance and relying upon the statements therein contained, the plaintiff company issued Policy No. 2677078, under date of December 9, 1919, in the amount of Five Thousand Dollars ($5000.00). The annual premium to be paid for said policy was the

sum of One Hundred Twelve Dollars and Five Cents ($112.05), payable on the 9th day of December in each year during the continuance of the policy, and included in said amount was the additional premium of Four Dollars and Fifty Cents ($4.50) to cover the disability benefit features of the policy.

Eighth: Under date of February 24, 1927, upon the request of the said insured, assented to by the plaintiff, the beneficiaries in said Policies Numbers 2646105 and 2677078 were changed to Lycoming Trust Company, Williamsport, Pennsylvania, as trustee, or its successor trustee. The said Lycoming Trust Company, Trustee, is made a defendant herein.

Ninth: On the 9th day of February, 1928, the defendant, the insured in said policies, Carl F. Stroehmann, signed an application under each policy at Williamsport, Pennsylvania, asking that the two policies be amended so as to provide for increasing disability benefits, and relying upon said application, the said plaintiff company, on the 23rd day of February, 1928, attached to said policies of insurance, numbered respectively 2646105 and 26,-77078, riders providing for these increasing benefits. True and correct copies of the applications for said increasing disability benefits are attached hereto and made a part of this amended bill of complaint as fully as though set forth at length herein, marked respectively Exhibits "A" and "B".

Tenth: Accompanying the said application for additional disability benefits, the defendant, Carl F. Stroehmann, made a further application and submitted to further medical examination as consideration for the addition to said policies of insurance hereinabove referred to. A true and correct copy of said further application, dated at Williamsport,

Pennsylvania, February 7 and February 11, 1928, is attached hereto and made a part of this amended bill of complaint as fully as though set forth at length herein, marked Exhibit "C".

Eleventh: Relying upon the truth of the representations contained in said applications for change, marked "Exhibits 'A', 'B' and 'C' ", the plaintiff company added riders or additional provisions to said policies providing for increased disability benefits, as will appear by reference to the terms and conditions thereof, as hereinafter set forth.

Twelfth: The original policies of insurance with the riders thereon as set forth are in the possession of the defendant or defendants. Copies of the same, however, as disclosed by the records of the plaintiff company, which are believed to be true and correct copies, are attached hereto and made a part of this amended bill of complaint as fully as though set forth herein, marked Exhibits "D" and "E".

Thirteenth: On the 25th day of June, 1930, at Norristown, Pennsylvania, the said defendant, Carl F. Strochmann, applied for another policy of insurance in the plaintiff company in the amount of Forty Thousand Dollars ($40,000.00), the beneficiary to be the Northern Central Trust Company as trustee, or its successor trustee, reserving, however, to the insured the right to change said beneficiary or the terms of said policy without the consent of said beneficiary. A copy of the application for said policy of insurance in the sum of Forty Thousand Dollars ($40,000.00) is attached hereto and made a part of this bill of complaint as fully as though set forth at length herein, marked Exhibit "F".

Fourteenth: Relying upon the truth of the statements contained in said application, the plaintiff

company issued its Policy No. 4361192, under date of June 30, 1930, in the amount of Forty Thousand Dollars ($40,000.00) in favor of the Northern Central Trust Company as trustee. The said policy provided for an annual premium of Thirteen Hundred and Seventy Dollars ($1370.00) to be paid on the 30th day of June in each year, and included in this premium of Thirteen Hundred and Seventy Dollars ($1370.00) was the sum of Two Hundred Thirty-eight Dollars and Eighty Cents ($238.80) covering the disability benefit features of said policy.

Fifteenth: Upon application of the insured, Carl F. Stroehmann, defendant herein, the beneficiary in said policy was changed on the 26th day of September, 1930, by and with the consent of the plaintiff company, to Lycoming Trust Company, one of the defendants named herein.

Sixteenth: The said policy of insurance was duly delivered to the defendant, Carl F. Stroehmann, and is in the possession of said defendant or of the said Lycoming Trust Company as trustee, beneficiary, also a defendant. A copy of said original policy made up from the records of said plaintiff company and believed to be a true and correct copy of said original policy, is attached hereto and made a part of this amended bill of complaint as fully as though set forth at length herein, marked Exhibit "G".

Seventeenth: In the application for increased disability insurance under Policy No. 2646105, said application being attached hereto as Exhibit "A", it was agreed inter alia between the insured, Carl F. Strochmann, Defendant, and the plaintiff as follows:

"3. That the medical examination made on

the 11th day of February, 1928, is offered as a consideration for the change requested and that the statements and answers therein are true, and that the Insured has not consulted any physician, has had no sickness, injury or impairment of health since such date, and is now in good health.

"4. That if the above statements as to occupation or travel or the statements or answers in said medical examination shall be in any respect untrue, or if any Disability Benefits shall be claimed and if it shall appear that disability originated before the date of the granting of this request, any disability benefits granted under said policy shall be only those, if any, provided for in said policy before the change herein requested was made."

Eighteenth: Similar agreements to those in the last preceding paragraph were also made in the application marked Exhibit "B" for increasing disability provisions under Policy No. 2677078, as follows:

"3. That the medical examination made on the 11th day of February, 1928, is offered as a consideration for the change requested and that the statements and answers therein, are true, and that the Insured has not consulted any physician, has had no sickness, injury or impairment of health since such date, and is now in good health.

"4. That if the above statements as to occupation or travel or the statements or answers in said medical examination shall be in any respect untrue, or if any Disability Benefits shall be claimed and if it shall appear that disability originated before the date of the

granting of this request, any disability benefits granted under said policy shall be only those, if any, provided for in said policy before the change herein requested was made."

Nineteenth: In the said medical examination and application, a copy of which is attached hereto and marked Exhibit "C", and which is referred to in Exhibits "A" and "B" in the provisions thereof just quoted, in the statements of the insured to the medical examiner, the following questions were asked and the following answers made by the insured:

"16. What illnesses, diseases, injuries and surgical operations have you had since childhood?

Name of disease, etc.: Appendicitis operation.

Number of Attacks: One.

Date of each: April 1925.

Duration: 12 days.

Complications: No.

Any remaining effects: No.

Date of Complete Recovery: After 12 days.

"17. State every physician or practitioner who has prescribed for or treated you, or whom you have consulted in the past five years for any ailment, serious or not serious.

Name of physician or practitioner: Dr. Schwinn; Address: Wheeling, W. Va.; When Consulted: April, 1925. Dr. Geo. R. Drick; Address: Williamsport, Pa.; When Consulted: December, 1925.

Nature of Complaint: Appendectomy. Annual Physical Examination.

Give full details above under Q. 16:

"18. Have you stated in answer to question 16 all illnesses, diseases, injuries and surgical operations which you have had since childhood? (Ans. Yes or No.) Yes.

"19. Have you stated in answer to question 17 every physician and practitioner consulted during the past five years and dates of consultations? (Ans. Yes or No.) Yes.

"20. (a) Are you in good health? A. Yes.
(b) If not, what is the impairment?
"

Twentieth: The foregoing answers were not true nor complete for the reason that at the time when said questions were asked and answers made, to wit, on the 11th day of February, 1928, the said Carl F. Strochmann was not in good health, but on the contrary had been suffering for a considerable time from inflammation and disease of his sinuses, that in 1918 he had an attack of influenza, and also for the reason that prior thereto, to wit, in 1903, he had suffered from an attack of typhoid fever, in 1904 from an attack of pneumonia, and in 1912 from two separate attacks of rheumatism; that he had at several times consulted physicians and received medical attendance for said sinus trouble, and as hereinafter set forth, said sinus trouble and other complications in connection therewith necessitated further medical attendance as hereinafter more fully set forth, and has disabled and incapacitated the insured from time to time. Said sinus trouble had been of long standing in 1928, dating back to an attack of influenza in 1918, as the plaintiff is informed and expects to prove, the existence of which said sinus trouble of long standing and the influenza referred to were not mentioned in the

answers hereinabove quoted, but were concealed, and have come to the attention and notice of the plaintiff only within the last few weeks.

Twentieth and One-half: In addition to the illnesses, diseases and surgical operation set forth in the nineteenth paragraph of this amended bill, your affiant is informed and believes and expects to be able to prove at the trial of this suit that the defendant, Carl F. Strochmann, prior to the date aforesaid, February 11, 1928, when said questions were asked and answers made, and since childhood, had the following illnesses, diseases, injuries and surgical operations:

1914 Broken ribs, contusions of right kidney, followed by hematuria, in Wheeling, West Virginia;
1916 Concussion of the brain, in Wheeling, West Virginia;
1922 Typhoid-Rheumatism;
1922 Tonsilitis and tonsillectomy, operation in Wheeling, West Virginia;
1923 Influenza, in Wheeling, West Virginia;
1926 Visceroptosis, in Williamsport, Pa.

In addition to medical attendance by Doctors Schwinn and Drick, mentioned in answer to question 17 in the nineteenth paragraph hereof, your affiant is informed and believes and expects to be able to prove at the trial of this suit that the defendant, Carl F. Strochmann, was prescribed for and treated by and he did consult within five years previous to the date aforesaid, February 11, 1928, a physician, to wit, Dr. D. A. MacGregor, at the Wheeling Clinic, Wheeling, West Virginia, on March 24, 1925, for headaches, mental sluggishness and indigestion, and also Dr. A. F. Hardt at various times between June 1, 1925 and February 11,

1928, at Williamsport, Pennsylvania, for nervousness, cramps in stomach and rundown condition.

The foregoing illnesses, diseases, injuries and surgical operation and treatment by physicians were not mentioned in the answers hereinabove quoted but were concealed, and have come to the attention and notice of the plaintiff only within the last few weeks.

Twenty-first: The plaintiff further avers that in the application for the policy of insurance marked Exhibit "G", the defendant, Carl F. Stroehmann, in his application therefor, a copy of which is attached hereto as Exhibit "F", made the following agreement, as by reference thereto will more fully and at large appear:

> "This application is made to The Mutual Life Insurance Company of New York herein called the Company. All the following statements and answers, and all those that the Insured makes to the Company's Medical Examiner, in continuation of this application, are true, and are offered to the Company as an inducement to issue the proposed policy. The Insured expressly waives on behalf of himself or herself and of any person who shall have or claim any interest in any policy issued hereunder, all provisions of law forbidding any physician or other person who has attended or examined, or who may hereafter attend or examine the Insured, from disclosing any knowledge or information which he thereby acquired. The proposed policy shall not take effect unless and until delivered to and received by the Insured, the Beneficiary or by the person who herein agrees to pay the premiums, during the Insured's continuance in good health and unless

and until the first premium shall have been paid during the Insured's continuance in good health; except in case a conditional receipt shall have been issued as hereinafter provided."

At the bottom of the medical examination the insured certified that his statements to the medical examiner contained in said application were true and correct, as follows:

"I certify that each and all of the foregoing statements and answers were read by me and are fully and correctly recorded by the Medical Examiner."

Twenty-second: The plaintiff further avers that in said Exhibit "F" the following statements of the insured to the medical examiner were made in answer to certain questions as follows:

"'16. What illnesses, diseases, injuries and surgical operations have you had since childhood?

Name of disease, etc.: Appendicitomy.
Number of attacks: 1.
Date of Each: 1925.
Duration: 24 days.
Complications: No.
Any remaining effects: No.
Date of Complete Recovery: 1925.

"17. State every physician or practitioner who has prescribed or treated you, or whom you have consulted in the past five years for any ailment, serious or not serious.

Name of Physician or practitioner: Dr. Geo. Drick; Address: Williamsport, Pa.; When consulted: 1929.

Nature of Complaint: Coryza.
Give full details above under Q. 16.

"18. Have you stated in answer to question 16 all illnesses, diseases, injuries and surgical operations which you have had since childhood? (Ans. Yes or No.) Yes.

"19. Have you stated in answer to question 17 every physician and practitioner consulted during the last five years and dates of consultations? (Ans. Yes or No.) Yes.

"20. (a) Are you in good health? A. Yes.
(b) If not, what is the impairment?

. . . . . .

"31. Have you ever been at any asylum, cure, hospital or sanitarium for treatment, observation or diagnosis? A. Appendectomy, 1925.

"32. Have you been under any restriction of diet or any medical or other treatment or medical observation of any kind, within one year for any purpose? A. No."

Twenty-third: The plaintiff avers that the foregoing answers and statements were not true, but that on the contrary, as the defendant well know at the time, were false. The plaintiff avers that in addition to the disease mentioned in answer to question No. 16 and in addition to the medical attention mentioned in answer to question No. 17, and the answers to questions Nos. 18 and 19, that the said Carl F. Stroehmann, defendant, had suffered an attack of influenza in 1918 and had received medical attendance therefor, and that as a result of said influenza the said Carl F. Stroehmann suffered from sinus trouble which increased in severity, and for a period of several years prior to 1930, the date of said application, he had suffered a great deal from

said sinus trouble; that in or about January or February, 1930, he was confined to his bed for about two months; that during the Spring of 1930 he was obliged to go to Germany for medical treatment, and that while there he consulted medical specialists at Berlin and Frankfort, and that he spent a month or two at a sanitarium in the Black Forest region of Germany under medical supervision and attendance. The insured also had other previous ailments as set forth in Paragraph Twentieth.

Twenty-third and One-half: Your affiant is informed and believes and expects to prove at the trial of this suit that in addition to the diseases and medical attention specifically set forth in the twenty-third paragraph of this amended bill and in paragraph 20½, the defendant, Carl F. Stroehmann, prior to June 26, 1930, when the questions set forth in paragraph 22 were asked and the answers made thereto, and since childhood, had a surgical operation at Williamsport Hospital, Williamsport, Pennsylvania, for adhesions on December 4, 1928, and was confined in said hospital from December 4, 1928 to December 19, 1928. In addition to the physician named in answer to question 17, quoted in the twenty-second paragraph hereof, the defendant, Carl F. Stroehmann, consulted and was treated and prescribed for by the following physicians within five years prior to the date aforesaid, June 26, 1930:

Dr. A. F. Hardt, at Williamsport, Pa., on June 1, 1925, and at other times during 1925-1928 treated and prescribed for the said defendant for nervousness, cramps in stomach and rundown condition.

Dr. Frederick B. Little of Norristown, Pa., on October 24, 1929 and on January 1, 1930, treated and prescribed for the said defendant for colds, nervousness and spasms of the larynx.

Dr. George Whalen at Philadelphia, Pa., on February 3, 1931, and at various times prior thereto and within five years prior to June 26, 1930, treated and prescribed for the said defendant for sinus and throat ailments.

And the defendant had other illnesses, diseases, injuries, surgical operations and medical attendance at the times aforesaid with regard to which information has been denied your affiant by informants at the request of the plaintiff. The foregoing illnesses, diseases, injuries and surgical operations and treatment by physicians were not mentioned in the answers hereinabove quoted but were concealed and have come to the attention and notice of the plaintiff only within the last few weeks.

Twenty-fourth: The plaintiff further avers that the said insured's answer to Question No. 20 above set forth, to the effect that he was in good health at the date of said application, was untrue and false to the knowledge of the said insured, in that at that time and for a long time previous, he had been suffering from diseases as hereinabove set forth.

Twenty-fifth: Your Orator further avers that the foregoing questions and answers hereinabove quoted from applications Exhibits "A", "B", "C" and "F", upon which the policies Exhibits "D" and "E" were amended, and upon which policy Exhibit "G" was issued, were false and known to be false and untrue by the said Carl F. Stroehmann at the time the same were made, that the said misrepresentations were and are material to the risk assumed by the plaintiff, and that if the said questions had been answered truthfully and honestly by the said defendant, the said policies of insurance Exhibits "D" and "E" would not have been amended to include the increasing disability bene-

fits, and the policy Exhibit "G" would not have been issued.

Twenty-sixth: Your Orator further avers that the said defendant, Carl F. Stroehmann, well knew at the time he made said false and untrue answers that the same were false and untrue, and that they were made with the fraudulent intent of securing the amendment of the said policies of insurance Exhibits "D" and "E" and the issue of the policy Exhibit "G", with the purpose and intent of defrauding your Orator.

Twenty-seventh: Your Orator further avers that immediately upon ascertaining the true facts with reference to the fraudulent misrepresentations and untrue statements, your Orator has caused to be prepared and filed this amended bill of complaint, and that it intends immediately to tender to the said Carl F. Stroehmann a return in full of the portions of the premiums for said policies of insurance Exhibits "D", "E" and "G", in the sum of Eight Hundred Thirty-four Dollars and Sixty-seven Cents ($834.67) representing the additional premium due because of the disability provisions of said policies, and that it herein and by this amended bill tenders to the said Carl F. Stroehmann a return of said additional premiums as set forth, and avers that it is ready and willing at any time to return said additional premiums, and herewith tenders said payment upon the proper modification of the contracts of insurance as hereinafter prayed for.

Twenty-eighth: Your Orator further avers that the defendant, Carl F. Stroehmann, now claims to be totally disabled and is making demand upon the plaintiff, your Orator, for the payment of disability benefits provided for in said policies of insurance and for a waiver of the premium liability on policy

Exhibit "G", and unless restrained, will bring an action at law upon the said policies for the payment of the said disability provisions notwithstanding the fraudulent misrepresentations which induced the amendment of the policies Exhibits "D" and "E" and the issuance of policy Exhibit "G".

Wherefore, your Orator, being in need of equitable relief and without adequate remedy at law, respectfully prays your Honorable Court:

First: That a subpoena issue in due course, directed to the defendants, ordering and directing them to appear and make answer to the within amended bill of complaint.

Second: That decree be entered by your Honorable Court ordering and decreeing a rescission and cancellation of the provisions for disability benefit provisions in the policies Exhibits "D" and "E", secured as a result of the applications, Exhibits "A", "B" and "C" and known as amended disability provisions, upon a return to the said defendant, Carl F. Strochmann, of the additional premiums paid for said added disability provisions.

Third: That a decree be entered by your Honorable Court ordering and decreeing a rescission and cancellation of the provisions in the policy Exhibit "G" of the disability benefit provisions contained therein, upon a return to the said defendant, Carl F. Strochmann, of the additional amounts in the premiums for said policy covering and paying for said disability benefit provisions.

Fourth: That the defendants be restrained from bringing any action at law or otherwise upon the said policies for the payment of disability benefits until the hearing in this case and final decree therein.

Fifth: For such other and further relief as to

your Honorable Court upon final hearing may appear meet and proper.

And your Orator will ever pray, etc.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK
By O'MALLEY, HILL, HARRIS & HARRIS
Its Solicitors.
(Signed) FREDERICK L. ALLEN
of Counsel.

State of New York,
County of New York, ss.:

Curt Felix, being duly sworn according to law, deposes and says that he is Secretary of The Mutual Life Insurance Company of New York, the within named plaintiff, that as such he is duly authorized to make this affidavit on behalf of the said plaintiff, and does so make it; that he has caused an investigation to be made of the facts involved in the foregoing complaint, and that as a result of said investigation of said facts, is informed and verily believes that the facts set forth in the foregoing amended bill of complaint are true and correct, as the said plaintiff expects to prove upon the trial of this case.

CURT FELIX

Sworn to and subscribed before me this 15th day of April, 1935.

James J. Dillon,
(Seal) *Notary Public.*

My commission expires: March 30, 1937.

James J. Dillon, Notary Public, Queens Co., Queens Co. Clerk's No. 1901, Queens Co. Reg. No. 4644, Certificate filed in New York Co., N. Y. County Clerk's No. 113, N. Y. County Rg. No. 7 D 63, Commission expires Mar. 30, 1937.

EXHIBIT A

Form 4258-10M-4-27
Disability Benefits Ed. Jan. 27.

File with Application
Cost Dated 2/2/28
Registrar
Per H

FM 2/21

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK
Head Office,
Nassau, Cedar, William and Liberty Streets.

Request for Change in or Addition of
Disability Benefits

The undersigned, being all parties in interest under Policy No. 2646 105 in the Mutual Life Insurance Company of New York on the life of Carl F. Stroehmann request said Company to change said policy to provide for 1926 Increasing Disability* Benefits in event of Total and Permanent Disability and at the increased rate of premium applicable thereto, in lieu of the provisions, if any, now in said policy for Benefits in event of Total and Permanent Disability, and agree:

1. That the occupation of the Insured is Mgr. Stroehmann Bros and that he is not engaged in any other occupation and does not contemplate engaging in any other occupation except none.

2. That the Insured does not contemplate residing or traveling outside of the continental limits of the United States of America and the Dominion of Canada, except none.

3. That the medical examination made on the 11th day of Feby. 1928 is offered as a consideration

for the change requested and that the statements and answers therein are true, and that the Insured has not consulted any physician, has had no sickness, injury or impairment of health since such date, and is now in good health.

4. That if the above statements as to occupation or travel or the statements or answers in said medical examination shall be in any respect untrue, or if any Disability Benefits shall be claimed and if it shall appear that disability originated before the date of the granting of this request, any disability benefits granted under said policy shall be only those, if any, provided for in said policy before the change herein requested was made.

5. That such change shall not take effect until it has been approved by the Company at its Home Office in New York City nor until the consideration charged therefore has actually been paid to the Company.

Dated at Williamsport State of Pa the 9 day of Feby 1928.

Carl F. Stroehmann
Signature of Insured and others interested.

Witness C. I. Keebler

*Specify fully benefits desired.

26—451

EXHIBIT B

Form 4258-10M-4-27
Disability Benefits Ed. Jan. 27

File with Application
Cost Dated 2/2/28
Registrar

Per H.

FM

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK
Head Office,
Nassau, Cedar, William and Liberty Streets.

Request for Change in or Addition of
Disability Benefits

The undersigned, being all parties in interest under Policy No. 2677 078 in The Mutual Life Insurance Company of New York on the life of Carl F. Strochmann request said Company to change said policy to provide for 1926 Increasing Disability Benefits in event of Total and Permanent Disability and at the increased rate of premium applicable thereto, in lieu of the provisions, if any, now in said policy for Benefits in event of Total and Permanent Disability, and agree:

1. That the occupation of the Insured is Mgr. Strochmann Bros and that he is not engaged in any other occupation and does not contemplate engaging in any other occupation except none.

2. That the Insured does not contemplate residing or traveling outside of the continental limits of the United States of America and the Dominion of Canada, except none.

3. That the medical examination made on the 11th day of Feby 1928 is offered as a consideration for the change requested and that the statements and answers therein are true, and that the Insured has not consulted any physician, has had no sickness, injury or impairment of health since such date, and is now in good health.

4. That if the above statements as to occupation or travel or the statements or answers in said med-

ical examination shall be in any respect untrue, or if any Disability Benefits shall be claimed and if it shall appear that disability originated before the date of the granting of this request, any disability benefits granted under said policy shall be only those, if any, provided for in said policy before the change herein requested was made.

5. That such change shall not take effect until it has been approved by the Company at its Home Office in New York City nor until the consideration charged therefore has actually been paid to the Company.

Dated at Williamsport State of Pa the 9 day of Feby 1928.

Carl F. Stroehmann
Signature of Insured and others interested.

Witness C. I. Keebler

*Specify fully benefits desired.

26—451

EXHIBIT C

All Questions to Be Answered by the Person to Be Insured

(Whenever the word "Insured" is used in this application, it shall be construed as meaning "the person whose life is proposed for insurance.")

This Application is made to The Mutual Life Insurance Company of New York herein called the Company. All the following statements and answers and all those that the Insured makes to the Company's Medical Examiner, in continuation of this application, are true, and are offered to the Company as an inducement to issue the proposed policy.

The Insured expressly waives on behalf of himself or herself and of any person who shall have or claim any interest in any policy issued hereunder all provisions of law forbidding any physician or other person who has attended or examined, or who may hereafter attend or examine the Insured, from disclosing any knowledge or information which he thereby acquired. The proposed policy shall not take effect unless and until delivered to and received by the Insured, the Beneficiary or by the person who herein agrees to pay the premiums, during the Insured's continuance in good health and unless and until the first premium shall have been paid during the Insured's continuance in good health; except in case a conditional receipt shall have been issued as hereunder provided.

Feb 6841

Name in full of Insured: Carl F. Stroehmann
Given Name, Middle Name (if any) and Surname

1. Residence of Insured—Street and No.: No., 832; Street, 3rd Ave. Town, City or Village: Williamsport or miles in a Direction from on R. F. D. No. . County: Lycoming. State or Province: Pa. Period: 3 Yrs., 10 Mos. Place of Business of Insured: Williamsport. Former residences: Newark N. J. Period: 1 Yr. Name of firm or employer of Insured: Stroehmann Bros. Present occupation of Insured: Business Mgr & Treas. Nature of business of Insured: Bakery so engaged 3 yrs. 10 mos. Other occupations of Insured are: (If none, state None) none. Former occupations of Insured: (If none, state None). Insured was born at Town or City: Wheeling. State or Country: W Va. on the 8 day of Aug 1896. Age of Insured at nearest birthday: 31 years. Insured

is a Citizen or Subject of (Country): U. S. A. Send all communications to Insured at Williamsport.

2. Except as stated below in (7), The Insured does not contemplate either (a) going to a foreign or tropical country, or (b) changing his occupation.

3. Except as stated below in (7), The Insured has not made, nor does he contemplate making aviation flights or aeronautical ascensions.

4. Except as stated below in (7), No negotiations for other insurance on the life of the Insured, nor any application for reinstatement of insurance on the life of the Insured, are now pending or contemplated.

5. Except as stated below in (7), No application for life insurance on the life of the Insured has ever been declined or postponed by any company or association.

6. The following is all the insurance now in force on the Insured's life: (If none, state None) Name of Company or Association: M. L. of N Y, Pols 2677078 & 2646105. Amount: 5000, 5000.

7. Details re Questions 2, 3, 4 and 5 (If none, state None): 2. No; 3. No; 4. None; 5. None.

8. (a) Amount of insurance applied for $10000; (b) Premiums to be paid annually.

9. Plan of insurance (State fully): Ordinary Life. Answer Yes, No—1. Increasing Disability Benefits: Yes; 2. Level Disability Benefits: √; 3. Double Indemnity Benefit: Yes; 4. Waiver of Premium Benefit: Yes; Disability income if any payable to Insured (Insert Insured or Beneficiary).

10. It is agreed that if the Company is unwilling to issue a policy for plan and amount applied for, this application shall be for such plan and amount as may be issued by the Company.

11. Unless otherwise herein specified policy will be payable to Beneficiary if living, if not living Insured's estate. (a) Name (in full) of Beneficiary. If a corporation give head office and state of incorporation Estate; (b) P. O. Address .....; (c) Relationship to the Insured or Insurable Interest ..... If Endowment state payee at maturity as Endowment .....

12. The privilege of changing the Beneficiary from time to time, provided policy has not been assigned is reserved to the Insured (Insert Insured or Beneficiary).

13. The right, without consent of any other person to loan and surrender values and to dividends and options provided in policy, is reserved to the Insured (Insert Insured or Beneficiary).

14. $..... in cash has been paid to the Soliciting Agent and a conditional receipt No. ....., signed by the Secretary of the Company, and countersigned by the agent has been issued making the insurance in force from this date, provided this application shall be approved.

It is agreed that in the event of the self-destruction of the Insured during the first year following the date of issue of the policy hereby applied for whether sane or insane the Company's liability shall be limited to the amount of the premiums paid. It is agreed that no Agent or other person except the President, Vice-President, a Second Vice-President or a Secretary of the Company has power on behalf of the Company to bind the Company by making any promise respecting benefits under any policy issued hereunder or accepting any representations or information not contained in this application, or to make, modify or discharge any contract

of insurance, or to extend the time for payment of a premium or to waive any lapse or forfeiture or any of the Company's rights or requirements.

Signature in full of Insured
Carl F. Strochmann

Dated at Williamsport Pa on Feby 7 1928.

I have known the Insured for (Stranger) years and saw him sign this application.

C. I. Keebler 2/3 R L Jones 1/3
Soliciting Agent.

This application is made at the instance and request of the undersigned, who, it is agreed, will pay all premiums out of his, her or its funds, and who ratifies the representations, statements, answers and agreements contained in such application and in the statements to Medical Examiner.

.....

Signature in full of person or persons who will pay the premiums

(Foregoing to be executed only when the application is made at the instance and request of some one other than the person to be insured and who will pay the premiums.)

Statements of the Insured to Medical Examiner

These must be recorded in the handwriting of the Medical Examiner, who should satisfy himself that the Insured's statements and answers are full and complete.

15. What is your full name? Carl F. Stroehmann.

16. What illnesses, diseases, injuries and surgical operations have you had since childhood? ... Name of disease, etc.: Appendicitis operation. Number of Attacks: One. Date of each: April, 1925. Duration: 12 days. Complications: No. Any re-

maining effects: No. Date of Complete Recovery: After 12 days.

17. State every physician or practitioner who has prescribed for or treated you, or whom you have consulted in the past five years for any ailment, serious or not serious. Name of physician or practitioner: Dr. Schwinn, Dr. Geo. R. Drick. Address: Wheeling, W. Va.; Williamsport, Pa. When consulted: April, 1925; December, 1925. Nature of Complaint. Give full details above under Q. 16: Appendectomy; Annual physical examination.

18. Have you stated in answer to question 16 all illnesses, diseases, injuries and surgical operations which you have had since childhood? (Ans. Yes or No): Yes.

19. Have you stated in answer to question 17 every physician and practitioner consulted during the past five years and dates of consultations? (Ans. Yes or No): Yes.

20. (a) Are you in good health? Yes. (b) If not, what is the impairment? .....

21. (a) How much weight have you gained in the past year? No. (b) How much weight have you lost in the past year? No. (c) If any change, state cause: ..... (d) How long has weight remained constant? 5 years.

22. (a) What is your date of birth? Aug. 6, 1896. (b) Is this date or is your age a matter of record, (If so, where?) County Court records.

23. Are you married? Yes.

24. (a) To what extent have you used wine, spirits or malt liquors during the past year? (State amount, kind and how much in any one day at the most.) Moderately—occasional glass of wine. (b) Do you use any of them daily? (If so, state kind and

amount.) No. (c) Have you been intoxicated during the past five years? (State how often and how recently.) No. (d) If a total abstainer, how long have you been so? ..... (e) Have you ever taken cure for alcoholic or drug habit? (If so, give date or dates.) No.

25. (a) Is there any impairment of vision in the right eye? Yes—astigmatism. (b) or in the left eye? Yes—astigmatism. (c) If so, state the cause and the degree of impairment in each eye: Moderate bilateral astigmatism.

26. Have you ever raised or spat blood? No.

27. Have you a rupture or hernia? No.

28. Have you any bodily deformity? No.

29. Have you lost any part of arm or leg? No.

30. Have you any impairment of hearing? No.

31. Have you ever been at any asylum, cure, hospital or sanitarium for treatment, observation or diagnosis? Yes.

32. Have you been under any restriction of diet or any medical or other treatment or medical observation of any kind, within one year for any purpose? Yes.

33. Have you ever changed your residence on account of your health? No.

34. Do you contemplate making any change in your residence? (If so, why?). No.

35. Has any member of your household suffered from tuberculosis within the past two years? (If so, date when last exposed?) No.

36. Has there ever been any suspicion that any of your parents, brothers or sisters ever had tuberculosis, insanity, epilepsy, paralysis or apoplexy? No.

If any of questions 26 to 36 are answered "Yes"

give full details: (Q. 31) Ohio Valley General Hospital for Appendectomy. (Q. 32) Williamsport Hospital 1 day every year for laboratory studies and annual physical examination by Dr. Geo. R. Drick.

37. Family record if living—Father: Age: 61; Condition of health: good. Mother: Age: 56; Condition of health: good. How many brothers living? (If none living, so state) One; Age: 27; Condition of health: good. How many sisters living? (If none living, so state) three; Age: 38, 34, 24; Condition of health: good, good, good. If dead—How many brothers dead? (If none dead, so state) no. How many sisters dead? (If none dead, so state) no. Age of grandparents—Father's father: Dead, 74; Father's mother: Dead, 60; Mother's father: Dead, 72; Mother's mother: Dead, 55.

I certify that each and all of the foregoing statements and answers were read by me and are fully and correctly recorded by the Medical Examiner.

Carl F. Strochmann
Signature in full of the Insured.

Dated at Williamsport State or Province of Pennsylvania the eleventh day of February 1928.
Witness A Rowland Kirch M. D.
25-401A

(Printed in Margin):

Upon request the policy may be antedated for a period not to exceed six months unless prohibited by law.

Medical Examiner's Report

38. (a) How long and how intimately have you known the Insured? Stranger. (b) Give some mark of identification: Appendectomy Scar.

39. General appearance? (Healthy or unhealthy) Healthy.

40. Apparent age? 31 years.
41. Race? (as white, etc.) White.
42. Weight? 160 lbs.
43. Did you weigh Insured on scales? no.
44. Height by measurement? 6 feet ¾ inches.
45. Measurement of chest at full inspiration? 39 inches.
46. Measurement of chest at deep expiration? 34 inches.
47. Measurement of abdomen at level of umbilicus? 27 inches.
48. State the pulse rate? (Count a full minute. If over 90 or under 50 retake.) 84.
49. (a) Is the pulse intermittent? no (b) Is the pulse irregular? no (If answered "yes," give full details.)
50. If the Insured is ruptured, examine the hernia and state: (a) location and size? no.
51. Urinary analysis of specimen voided at this examination. (a) Clear or turbid? (If turbid, cause.) Clear. (b) Gravity? (If under 1010 examine another specimen.) 1.018. (c) Reaction? Acid. (d) Presence of albumin? no. (e) Presence of sugar? no. (f) Do you know that the Insured passed this urine? yes.
52. Do careful inquiry and thorough physical examination show any evidence of past or present disease or functional disturbance of: (a) Brain or nervous system? no. (b) Heart? no. (c) Arteries? no. (d) Respiratory organs? no. (e) Kidneys or other urinary apparatus? no. (f) Digestive organs? no. (g) Liver, gall bladder or other abdominal viscera? no. (h) Rheumatic or gouty nature? no. (i) Syphilitic origin? no. (j) Either eye? (If Myopia, is it severe?) yes. (k) Septic nature in the nose or

mouth? no. (l) Middle ear? (Any discharge?) no. (m) Thyroid, skin or any part of body? no.

53. Was examination of heart and lungs made on other than bare skin? (If so, explain.) no.

54. Was any third person present, contrary to Company's rules, while you were asking the Insured questions? no.

55. Do you know, or suspect, that the Insured ever has, or now uses alcoholic beverages to excess, or any narcotic? no.

56. After reviewing the answers recorded in the Statements to Medical Examiner and in the Medical Examiner's Report, are you satisfied that every question has been answered fully? yes.

57. Do you know of anything in connection with the Insured's physical condition, family history or past health record not already recorded, which would affect his (her) insurability? (If so, give details under "Remarks"). No. Remarks: Moderate bilateral astigmatism—wears glasses for reading and driving automobile.

I certify that I have made this examination of (Fill in name of Insured) Carl F. Stroehmann at Williamsport on this 11th day of February 1928 at 11 A. M. and that the foregoing questions have been put, and the answers of the Insured recorded as stated.

Med'l Dept. No. 3
A Rowland Kirch M. D.
Medical Examiner.

Important notice to Medical Examiner.

This report is the property of the Company and must be delivered or mailed promptly by the Examiner to the Agency manager As Indicated below. It must not be withdrawn or destroyed by anyone. Be-

fore sending the Report to the Manager the Examiner must review it with care and see that every question is fully answered.

For Medical Dept. (Initials illegible)
by Erin.
For Inspector of Risks
Without Special Benefits
With Special Benefits
D. I. G. and Increasing D. B. (Name illegible)
2/17/28
D. I. G. and D. B.
D. I. G. and W. of P.
D. I. G. only
Increasing D. B. only
D. B. only
W. of P. only

EXHIBIT D

Page 1

ORDINARY LIFE

With (1) Total and Permanent Disability Benefits and (2) Double Indemnity for Death by Accident

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

Number 2,646,405
Face Amount $5000.
Age 23
Annual Premium $112.05

In Consideration of the annual premium of One hundred twelve and 05/100 Dollars, the receipt of which is hereby acknowledged, and of the payment of a like amount upon each Twentieth day of September hereafter until the death of the Insured,

subject to the surrender of this Policy properly receipted,

Promises to pay at the Home Office of the Company in the City of New York, upon receipt at said Home Office of due proof of the death of Carl F. Strochmann, the Insured, of Ashland, County of Boyd, State of Kentucky,

Five Thousand Dollars,

(The Face Amount of this Policy)

to Insured's sister Irene L. Strochmann, the beneficiary, or, if there further be received at said Home Office due proof that such death resulted directly from bodily injury, received after the date of issue of this Policy, independently and exclusively of all other causes, and that such bodily injury was effected solely through external, violent and accidental means, and that such death occurred within sixty days after the date of such bodily injury, promises to pay to said beneficiary, instead of the face amount of this Policy,

Ten Thousand Dollars,

(Double the Face Amount of this Policy, herein called Double Indemnity)

provided, however, that this Double Indemnity shall not be payable in the event of the Insured's death as a result of military or naval service in time of war nor shall it be payable in the event of the Insured's death at any time by his own act, whether sane or insane, nor if such death be caused directly or indirectly, wholly or partly, by riot, insurrection or war or any act incident thereto, nor if such death be a result of participation in aeronautics or submarine operations, nor if such death result from any violation of law by the Insured, or from police duty in any military, naval or police or

ganization, or directly or indirectly from bodily or mental infirmity or disease of any sort. The Company shall have the right and opportunity to examine the body and to make an autopsy, unless prohibited by law.

Death of Beneficiary before Insured: Change of Beneficiary.—If any beneficiary die before the Insured, the interest of such beneficiary shall vest in the Insured, unless otherwise provided herein.

If the interest of a beneficiary shall have vested in the Insured, or if the right to change the beneficiary has been reserved, the Insured, if there be no existing assignment of this Policy, may, from time to time, while this Policy is in force, designate a new beneficiary, with or without reserving the right to change the beneficiary, by filing written notice thereof at the Home Office of the Company accompanied by this Policy for suitable endorsement hereon. Such change shall take effect upon the endorsement of the same on the Policy by the Company.

The right to change the beneficiary has ..... been reserved.

Premiums.—All premiums are payable in advance at said Home Office or to any agent of the Company upon delivery, on or before date due, of a receipt signed by the Treasurer of the Company and countersigned by said agent. A grace of thirty-one days shall be granted for the payment of every premium after the first, during which period of grace the insurance shall continue in force.

When this Policy shall become payable by the death of the Insured, any unpaid premium or premiums necessary to complete premium payments for the policy-year in which such death occurs (in-

cluding the overdue premium, if death occurs within the period of grace) shall be deducted from the amount payable thereunder.

Except as herein provided the payment of a premium shall not maintain this Policy in force beyond the date when the next premium is payable. If any premium be not paid before the end of the period of grace, then this Policy shall immediately cease and become void, and all premiums previously paid shall be forfeited to the Company except as hereinafter provided.

Participation:

Annual Dividends.—This Policy shall participate in the surplus of the Company and the proportion of the surplus accruing hereon shall be ascertained and distributed upon payment of the second-year's premium and thereafter at the end of the second and of each subsequent policy-year. At the option of the Insured each such dividend shall be either—

(1) Paid in cash; or,

(2) Used toward the payment of any premium, if the above specified period of grace for such premium payment has not expired and if the remainder of the premium is duly paid; or,

(3) Applied to the purchase of a paid-up participating addition to the Policy (herein called dividend addition); or,

(4) Left to accumulate to the credit of the Policy with compound interest at the rate of three per centum per annum participating in excess interest earnings each year (herein called dividend deposit). Dividend deposits may be drawn on any anniversary of the date of the Policy; if not so drawn, they shall be payable on the surrender, lapse or maturity of the Policy.

Unless the Insured shall elect otherwise within three months after mailing by the Company of a written notice requiring the election of one of the four above options, the dividends shall be applied to the purchase of paid-up additions, as per option (3). Such paid-up additions may be surrendered at any time for a cash value which shall not be less than the original cash dividends as per option (1), provided the reserve for such paid-up additions has not been applied to purchase continued insurance or paid-up insurance in accordance with the provisions of the clause entitled "Options on Surrender or Lapse".

Post-mortem Dividend.—On the death of the Insured a cash dividend will be credited to this Policy for the fraction, if any, of the then current policy-year elapsing before such death.

19-7
Ordinary Life
Dis. and D. I. Gen.

Amount of Insurance Payable at Death

Premiums Payable During Life

Total and Permanent Disability Benefits
(Waiver of Premium and Income to Insured;
Insurance not reduced thereby)

Double Indemnity for Death by Accident

Annual Distribution of Surplus

Page 2

Privilege of Change to Other Forms of Policy.—

At any time while no premium is in default and while this Policy is in full force and provided the Insured is then less than fifty-five years of age, this Policy may be exchanged for any form of premium-paying policy issued by the Company at the date of this Policy upon either the Limited Payment Life plan or the Endowment Insurance plan, which contains the same provision for Double Indemnity Benefit that is contained in this Policy but contains neither any provision for Waiver of Premium or other Disability Benefit nor for any other special benefit or feature. No medical re-examination will be required, and the new Policy shall be for the same face amount as this Policy, shall bear the same number and date, shall be written as of the same age of the Insured as this Policy, and shall be at the rate of premium in force for such new Policy at the date of this Policy. Such exchange shall be made upon the written request of the Insured and beneficiary or assignee, if any, and upon the surrender of this Policy, and upon the payment to the Company of a sum equal to the differences between the premiums paid hereon, exclusive of premiums paid for Disability Benefits, and the premiums which would have been paid upon the Policy had it originally been upon the new plan, with interest on such differences from the various due dates to the date of exchange at the rate of six per centum per annum compounded annually. Allowance will be made for any larger dividends on the new plan.

Residence and Travel.—This Policy is free from restrictions as to residence and travel, unless otherwise provided by endorsement hereon.

Occupation.—This Policy is free from restrictions

as to Military or Naval Service except as to "Benefits in the Event of Total and Permanent Disability" as set forth in the clause herein providing for such benefits. As to certain other occupations of the Insured, it is restricted during the first year after its date of issue as stated in the application herefor, copy of which is endorsed hereon or attached hereto, but is free from restriction as to such other occupations after such first year.

Suicide.—The Company shall not be liable hereunder in the event of the Insured's death by his own act, whether sane or insane, during the period of one year after the date of issue of this Policy.

Incontestability.—This Policy shall be incontestable after two years from its date of issue except for non-payment of premiums.

If the age of the Insured has been misstated, the amount payable hereunder shall be such as the premium paid hereon would have purchased at the correct age.

The Contract.—This Policy and the application herefor, copy of which is endorsed hereon or attached hereto, constitute the entire contract between the parties hereto. All statements made by the Insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statement of the Insured shall avoid or be used in defence to a claim under this Policy unless contained in the written application herefor and a copy of the application is endorsed on or attached to this Policy when issued.

Reserve and Net Single Premiums.—The reserve held for the face amount of this Policy and for any dividend additions hereto and the reserves and the net single premiums mentioned herein shall be com-

puted in accordance with the American Experience Table of Mortality assuming interest at the rate of three per centum per annum.

Options on Surrender or Lapse.—After three full years' premiums shall have been duly paid, and provided there is no premium more than three months in default, the owner may elect one of the following options:

(a) to surrender this Policy for its cash value less any indebtedness to the Company hereon (this balance is hereinafter referred to as the net cash value); or,

(b) to have the insurance continued in force from the date of such default as paid-up non-participating term insurance without Disability or Double Indemnity Benefits, for an amount equal to the face amount of this Policy and any outstanding dividend additions less any indebtedness to the Company hereon; or,

(c) to surrender this Policy for paid-up non-participating life insurance without Disability or Double Indemnity Benefits, payable at the same time and on the same conditions as this Policy.

The cash value under option (a) will be the reserve for the face amount of this Policy and for any dividend additions hereto together with any dividend deposits to the credit hereof, less a surrender charge which, in no case, shall be more than one and one-half per centum of the face amount of this Policy; after premiums have been paid for ten full years or more, there shall be no surrender charge.

The term for which the insurance will be continued under option (b), or the amount of the paid-up life insurance obtainable under option (c), will be such as the net cash value obtainable under op-

tion (a) will purchase at the attained age of the Insured at date of default when applied as a net single premium.

In the event of default in payment of premium, if this Policy shall not, within three months after such default, have been surrendered to the Company, at its Home Office for its cash value as provided in option (a), or for paid-up insurance as provided in option (c), the insurance will be automatically continued as provided in option (b).

Loans.—At any time while this Policy is in force, provided at least three full years' premiums shall have been paid and no premium is in default, the Company will advance, on proper assignment and delivery of this Policy and on the sole security hereof, an amount which, with interest thereon to the end of the current policy-year, shall be equal to, or at the option of the owner less than, the cash value at the end of said year: any existing loan hereon with accrued interest, and any unpaid portion of said current policy year's premium shall be paid out of such advance. Interest on the loan shall be at the rate of six per centum per annum and shall be payable at the end of each policy-year, and this interest, if not paid when due, shall be added to the existing loan and shall bear interest at the same rate. The loan with accrued interest may be repaid to the Company at any time. Failure to repay any such advance or to pay interest shall not avoid this Policy unless the total indebtedness hereon to the Company shall equal or exceed the cash value at the time of such failure, nor until one month after notice shall have been mailed by the Company to the last known address of the Insured and of the Assignee of record, if any, at the Home Office of the

Company, but if, at any time, such indebtedness, together with accrued interest thereon, shall equal or exceed the then cash value of the Policy, the Policy shall become void one month after notice shall have been mailed by the Company to said last known addresses. (If a loan is desired before three full years' premiums have been paid, the unpaid balance of the three full years' premiums may be paid by deduction from the loan when made if the amount which can be loaned is sufficient.)

Any indebtedness to the Company under the Policy shall be deducted in any settlement thereof.

Table of Surrender and Loan Value

The values hereunder (computed in accordance with the above provisions and upon the assumption that premiums have been paid in full for the number of years the "Policy has been in force") apply to a Policy for $1,000. As this Policy is for $5000., the values, i. e. the cash, loan, and paid-up life insurance will be 5 times the amounts stated in the table; the term, i. e. the continued insurance, will be for the period stated irrespective of the face amount of the Policy.

If there be any dividend additions or dividend deposits to the credit of the Policy, or if premiums have been paid for any part of a year beyond the last preceding anniversary, the values and, in certain cases, the term will be increased; if there be any indebtedness on the Policy, the values and the term will be decreased; the figures contained in the table represent the actual amounts available after deduction of the surrender charge, if any, but assuming neither dividend additions, dividend deposits nor indebtedness.

After Policy has Been in Force	*Cash Value **Loan Value	Paid-up Non-Participating Life Insurance	Paid-up Non-Participating Term (Continued) Insurance for	
			Years	Days
3	* 19.69	* 54.43	2	203
4	26.67	72.59	3	174
5	33.86	90.70	4	157
6	41.61	109.68	5	168
7	53.67	139.17	7	37
8	66.02	168.38	8	288
9	78.67	197.30	10	180
10	91.64	225.95	12	68
11	102.40	248.17	13	171
12	113.49	270.29	14	246
13	124.91	292.29	15	281
14	136.66	314.13	16	269
15	148.74	335.79	17	209
16	161.16	357.28	18	101
17	173.92	378.56	18	316
18	187.02	399.62	19	124
19	200.47	420.45	19	261
20	214.27	441.04	19	364
21	228.43	461.38	20	73
22	242.93	481.45	20	120
23	257.78	501.22	20	145
24	272.95	520.67	20	148
25	288.44	539.78	20	133
30	369.89	629.42	19	207

Ordinary Life. Age 23.

Values for later years will be computed upon the above stated basis and will be furnished upon request.

*The cash value provided for in the above table for the end of a policy-year, less interest thereon at the rate of six per centum per annum to the end of such policy-year, can be obtained during such policy-year provided all premiums due prior to the end of such policy-year shall have been duly paid

**The loan value provided for in the above table for the end of a policy-year can be obtained (less interest) during such policy-year as explained in the above clause entitled "Loans".

Reinstatement.—Unless it shall have been surrendered for its cash value, or unless the term for which the insurance has been continued shall have expired, this Policy may be reinstated at any time within three years from date of default in payment of any premium, upon evidence of insurability satisfactory to the Company and upon payment of the arrears of premiums with interest thereon at the rate of five per centum per annum; and, at the option of the Insured, either (a) upon payment in cash to the Company of any indebtedness which existed at said date of default, together with interest thereon as specified in the loan provisions of this Policy; or (b) upon reinstatement of such indebtedness, increased by interest thereon as specified in the loan provisions of this Policy, provided such reinstated increased indebtedness does not exceed the loan value at the date of reinstatement.

Paid-up and Endowment Options.—If at any time the reserve held for the face amount of this Policy and for any dividend additions hereto shall be equal to or greater than the net single premium

at the attained age of the Insured for an amount of Life or Endowment Insurance not less than the face amount of this Policy, the Company, upon written request of the Insured and upon delivery of the Policy, will endorse the Policy as fully paid-up participating Life or Endowment Insurance, as the case may be, without Disability or Double Indemnity Benefits, for such amount and kind as said reserve will then purchase when applied as a net single premium; such paid-up insurance shall be subject to any then existing indebtedness to the Company hereon. Or if said reserve shall equal or exceed the face amount of this Policy, the Company, upon legal surrender hereof, will pay in cash such reserve, less any indebtedness hereon to the Company.

Page 3

Benefits in the Event of Total and Permanent Disability Before Age 60.

When Such Benefits Take Effect.—If the Insured, after payment of premiums for at least one full year, provided all past due premiums have been duly paid, shall before attaining the age of sixty years at nearest birthday and while this Policy is in full force furnish due proof to the Company at its Home Office that he has become totally and permanently disabled by bodily injury or disease, so that he is, and will be, permanently, continuously and wholly prevented thereby from performing any work for compensation, gain or profit, or from following any gainful occupation, and that such disability has then existed continuously for not less than sixty days, the Company will grant the following benefits.

Benefits.

1. Waiver of Premium.—The Company will, during the continuance of such disability, waive payment of each premium as it thereafter becomes due, commencing with the first premium due after receipt of said due proof of such disability.

2. Income to Insured.—One year after the anniversary of the date of issue of this Policy next succeeding the receipt of said due proof, the Company will pay to the Insured, if then living and such disability still continue, a sum equal to one-tenth of the face amount of the Policy, (but not including dividend additions) and a like sum on each such anniversary thereafter, if the Insured be then living and such disability still continue.

The face amount of the Policy shall not be decreased because of any premium waived or any income payment made nor shall such waived premium or income payment be deducted in any subsequent settlement of the Policy, and the loan and surrender values will increase each year in the same manner as if each premium had been paid when due instead of being waived.

Proof of Continuance of Disability Required; Recovery from Disability.—Although the proof of total and permanent disability may have been accepted by the Company as satisfactory, the Insured shall at any time thereafter, and from time to time, but not oftener than once a year, on demand, furnish to the Company due proof of the continuance of such disability, and if the Insured shall fail to furnish such proof, or if it shall appear to the Company that the Insured is able to perform any work or follow any occupation whatever for compensation, gain or profit, no further premium shall be

waived and no further income shall be paid.

General Provisions.—The provision for such Disability Benefits shall immediately terminate either, (a) if the written request of the Insured for cancellation thereof be received at the Home Office of the Company together with the Policy for endorsement, or, (b) if the Insured shall at any time, voluntarily or involuntarily, engage in military or naval service in time of war outside the continental limits of the United States of America and the Dominion of Canada.

The additional annual premium of $4.50, in consideration of which these Disability Benefits are granted, is payable for thirty-seven full years or until the prior termination of the provision for these benefits. The premium stated on the face of the Policy includes such additional premium, and the premium payable after the provision for these benefits terminates will be the premium stated on the face of the Policy less the amount of such additional premium.

(The above paragraph stamped):

Cancelled,
New York, Feb 23 1928
Cancelled
William L. Simrell Sec'y.

The entire and irrecoverable loss of the sight of both eyes or the severance of both entire hands or both entire feet or of one entire hand and one entire foot shall be considered total and permanent disability without prejudice to any other cause of disability.

Optional Settlement of Double Indemnity.

If the Double Indemnity Benefit provided for on Page 1 of this Policy becomes payable, the Company

instead of each one thousand dollars of the net single sum payable, will, if election be made as provided for election of Mode of Settlement in the clause herein entitled Modes of Settlement, pay

One Thousand Two Hundred Dollars, payable as follows:

(a) Ten Dollars a month for five years, first payment to be made upon receipt of said proof of the death of the Insured, and

(b) Five Dollars a month for the period of five years next succeeding the five-year period mentioned in (a), and

(c) Two and one-half Dollars a month for the period of ten years next succeeding the five-year period mentioned in (b).

(The payments under (a), (b) and (c) do not terminate at the death of any payee, but are payments certain for the periods mentioned.)

The provisions as to participation, supplementary contract, right to surrender, surrender value, and right to assign contained in the clause herein entitled "Modes of Settlement" which are applicable to Mode of Settlement (2), shall apply to this optional settlement.

Modes of Settlement.—If election be made as hereinafter provided, the net sum payable under this Policy at death of the Insured, provided such net sum be not less than $1,000, will be settled by one of the following methods instead of being then paid in one sum to the person then entitled thereto, hereinafter referred to as the payee: if so specified in the election, the annual instalments provided for under method (2) or method (3) will be paid in equal semi-annual, quarterly or monthly payments

of one-half, one-fourth or one-twelfth of the annual instalment.

(1) By the payment of interest at the rate of three per centum per annum on said net sum, payable at the end of each year during the lifetime of the payee, and by the payment upon the death of the payee of the said net sum together with any accrued interest for the year then current; or,

(2) By the payment of equal annual instalments for a specified number of years, whether the payee lives or dies, the first instalment being payable immediately, in accordance with the following table for each one thousand dollars of said net sum; or,

(3) By the payment (a) of twenty equal annual instalments certain, whether the payee lives or dies, the first annual instalment being payable immediately, and the twentieth annual instalment being payable nineteen years later, and (b) of annual instalments of a like amount thereafter throughout the remaining lifetime of said payee, the first of such annual instalments being payable one year after the twentieth annual instalment certain provided said payee be then alive, the payments terminating with the last annual instalment preceding the death of said payee, in accordance with the following table for each one thousand dollars of said net sum.

Unless otherwise specified in making the election of one of the above modes of settlement the amount payable upon the death of the payee under mode of settlement (1), or any instalments payable after the death of the payee under mode of settlement (2), or any of the twenty equal annual instalments certain which may be payable after the death of the payee under mode of settlement (3), shall be pay-

able to the payee's executors or administrators.

The election of any of the foregoing modes of settlement may be made, (a) prior to the death of the Insured by the Insured and the beneficiary jointly; or, if the right to change the beneficiary has been reserved, by the Insured alone: or (b) upon the death of the Insured, if no prior election shall have been made, by the payee: if the Policy be assigned, the assignee must join in any election: such election shall be made by filing written notice thereof at the Home Office of the Company accompanied by this Policy for suitable endorsement hereon. In event of settlement of this Policy under any of said modes of settlement it shall be surrendered to the Company and a supplementary contract shall be issued providing for the mode of settlement elected and the date of such contract shall be the date of receipt at said Home Office of completed proofs of death.

If the net sum payable under the Policy be payable to two or more persons, modes of settlement (1) and (3) are available only if each such person be entitled to receive a separate share of said net sum, in which case each such share shall be settled by the issuance of a separate supplementary contract; modes of settlement (1) and (3) are not available if the payee be a corporation, a partnership or an association.

If so specified in the written notice making election of one of the foregoing modes of settlement, but not otherwise, the supplementary contract may at any time be surrendered to the Company and the Company will pay for the legal surrender thereof, (a) where mode of settlement (1) has been elected, the said net sum together with interest thereon to

the date of surrender at the rate of three per centum per annum for the fractional part of a year, if any, for which interest shall not have already been paid, (b) where mode of settlement (2) or (3) has been elected, the commuted or then present value computed at three per centum interest, compounded annually, of the then future instalments certain exclusive of participation; but no such surrender and commutation will be made under mode of settlement (3) except after the death of the payee occurring before all of said twenty annual instalments certain shall have become payable. A payee who has not the right to surrender the supplementary contract to the Company shall not have the right to assign or encumber such contract or any part thereof or any instalment accruing thereon.

Such supplementary contract shall participate annually in the excess of interest earnings over three per centum per annum, at the same excess rate each year as is used in the dividend calculations of that year in the case of policies issued in the same year as this Policy, but if settlement be made under mode of settlement (3), only that part of the supplementary contract providing for instalments for the fixed period of twenty years shall participate. Any excess interest shall be paid annually on the anniversary of the date of issue of the supplementary contract and, where the instalments under mode of settlement (2) or (3) are payable in semi-annual, quarterly or monthly payments, such excess interest shall be calculated on the assumption that the instalments are paid annually at the commencement of each supplementary contract year.

Table of Annual Instalments for Each $1,000.

Mode of Settlement (2)

Number of Annual Instalments	Amount of Each Annual Instalment
2	$507 39
3	343 23
4	261 99
5	211 99
6	179 22
7	155 83
8	138 30
9	124 69
10	113 81
11	104 92
12	97 53
13	91 29
14	85 94
15	81 32
16	77 29
17	73 74
18	70 59
19	67 78
20	65 25
25	55 75
30	49 53

Mode of Settlement (3)

Age of Payee at death of Insured	Amount of Each Annual Instalment
10 and under	$39 52
11	39 70
12	39 88
13	40 08
14	40 28
15	40 49

Age of Payee at death of Insured	Amount of Each Annual Instalment
16	40 71
17	40 94
18	41 18
19	41 42
20	41 68
21	41 95
22	42 24
23	42 53
24	42 84
25	43 16
26	43 49
27	43 84
28	44 20
29	44 58
30	44 98
31	45 39
32	45 82
33	46 27
34	46 73
35	47 22
36	47 73
37	48 25
38	48 79
39	49 36
40	49 94
41	50 54
42	51 17
43	51 80
44	52 45
45	53 12
46	53 80
47	54 49

Age of Payee at death of Insured	Amount of Each Annual Instalment
48	55 19
49	55 89
50	56 60
51	57 29
52	57 98
53	58 66
54	59 32
55	59 96
56	60 58
57	61 16
58	61 72
59	62 23
60	62 71
61	63 15
62	63 54
63	63 89
64	64 20
65	64 45
66	64 67
67	64 85
68	64 98
69	65 09
70	65 16
71	65 21
72	65 23
73 and over	65 25

Assignment.—The Company shall not be charged with notice of any assignment of any interest in this Policy until the original assignment or a certified copy thereof has been filed at its said Home Office. The Company assumes no responsibility as to the validity or effect of any assignment.

Notice.—No agent or other person except the President, Vice-President, a Second Vice-President, a Secretary or the Treasurer of the Company has power on behalf of the Company to make, modify or discharge this or any contract of insurance, to extend the time for paying a premium, to waive any lapse or forfeiture or any of the Company's rights or requirements, or to bind the Company by making any promise respecting any benefits hereunder or by accepting any representation or information not contained in the written application for this Policy.

In Witness Whereof, the Company has caused this Policy to be executed this Twentieth day of September 1919.

Signed Charles A. Peabody, President.
David F. Houston. President.
(Above signature cancelled)
Signed George C. Keefer Secretary
William L. Simrell Secretary.
(Above signature cancelled)
Countersigned Cancelled. Registrar.

(*Attached Provision*):

Increasing Disability Benefits

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

If the Insured under Policy No. 2,646,105 in The Mutual Life Insurance Company of New York, to which Policy this provision for Disability Benefits is attached and of which it forms a part, is totally and presumably permanently disabled before age 60, the Company

Will Pay to said Insured
A Monthly Income of Fifty Dollars

during such disability, increasing after five and ten years continuous disability, besides waiving pre-

mium payments under said Policy, all in accordance with the following provisions and conditions.

Total Disability: Disability shall be considered total when there is any impairment of mind or body which continuously renders it impossible for said Insured to follow a gainful occupation.

Permanent Disability: Total disability shall, during its continuance, be presumed to be permanent;

(a) If such disability is the result of conditions which render it reasonably certain that such disability will continue during the remaining lifetime of said Insured; or,

(b) If such disability has existed continuously for ninety days.

When Benefits become Effective: If, before attaining the age of sixty years and while no premium under said Policy or under this provision for Disability Benefits is in default, and, if said Policy shall be an Endowment Policy, before the end of the endowment period, said Insured shall furnish to the Company due proof that he is totally and permanently disabled, as defined above, the Company will grant the following benefits during the remaining lifetime of said Insured so long as such disability continues.

Benefits: (a) Increasing Income: The Company will pay to said Insured during the continuance of such disability, a monthly disability income of the amount stated above ($10 per $1000 face amount of said Policy), beginning upon receipt of due proof of such disability and increasing after sixty consecutive monthly payments have been made to one and one-half times such amount and after sixty further consecutive monthly payments have

been made to twice such amount of which it shall remain while total and permanent disability continues. If such disability has continued more than one month, said income payments will begin as of the end of the first completed month of such disability instead of on the date of receipt of such proof if due proof is also furnished to the Company that such disability has been continuous since its beginning.

(b) Waiver of Premium: The Company will also, after receipt of such due proof of total and permanent disability, waive payment of each premium under said Policy as it thereafter becomes due during such disability and, if due proof is also furnished to the Company that such disability has been continuous since its beginning, the Company will return any premium due after the beginning of such disability which has been paid during its continuance.

Reinstatement of Policy: If, not later than six months after the due date of any premium in default and provided no previously due premium is also in default and before said Insured has attained the age of sixty years, due proof is received by the Company that said Insured was totally and permanently disabled, as defined above, at the date when such premium in default fell due, and has been continuously so disabled since said due date, said Policy will be reinstated without evidence of insurability and the waiver of premium and disability income benefits shall be the same as if such default had not occurred.

Specified Disabilities: The entire and irrecoverable loss of the sight of both eyes, or of the use of both hands or both feet or one hand and one foot,

will be considered total and permanent disability.

General Provisions: The Company may, before making any disability income payment or waiving any premium, require due proof of the continuance of total and permanent disability, but such proof shall not be required oftener than once a year after such disability has continued for two years. If such proof is not furnished on demand or if it shall appear to the Company that said Insured is no longer totally and permanently disabled, no further disability income payments will be made or premiums waived.

Neither the dividends nor the amount payable in any settlement of said Policy shall be decreased because of Disability Benefits granted.

If there shall be a loan on said Policy and if the monthly disability income is being paid by the Company under this provision, the Company shall automatically apply such part of said income toward the interest payments on such loan as may be necessary to prevent said Policy becoming void under the provisions of the section in said Policy entitled "Loans".

If said Insured shall at any time so recover that the payment of Disability Benefits terminates and later shall furnish due proof that he has again become totally and permanently disabled, Disability Benefits shall be the same in amount and subject to the same conditions as if no prior disability had existed.

If the disability of said Insured shall be the result of insanity, disability income payments shall be payable to the beneficiary under said Policy, if any, instead of to said Insured.

Any disability income payment which may be-

come payable and which is unpaid at the death of said Insured shall be paid to such beneficiary.

Disability Benefits shall not be granted if disability is the result of self-inflicted injury.

This provision for Disability Benefits shall automatically terminate if said Insured shall at any time, voluntarily or involuntarily, engage in military or naval service in time of war outside of the continental limits of the United States of America and the Dominion of Canada.

If requested in writing by said Insured, the Company will terminate this provision for Disability Benefits by endorsement hereon.

Premiums: This provision for Disability Benefits is made in consideration (1) of the statements made by said Insured in the application for this provision for Disability Benefits and to the medical examiner in continuation thereof and (2) of the payment of an additional premium of Nine & 15/100 Dollars on the date hereof and of Sixteen and 70/100 Dollars on each 20th day of September hereafter while premiums under said Policy are payable. The premium provided for in said Policy includes this additional premium and if at any time the method of premium payments under said Policy shall be changed, each premium thereafter payable under said Policy shall include a corresponding additional premium for this provision for Disability Benefits.

If said Insured attains the age of sixty years, or if this provision for Disability Benefits terminates before all of the premiums required by said Policy shall have become payable, the premiums, if any, payable under said Policy after such age or such termination shall be reduced by the additional premium charged for Disability Benefits.

This provision for Disability Benefits shall take effect as of February 23rd 1928.

Dated at New York, N. Y., this 23rd day of February 1928.

Signed David F. Houston President.
David F. Houston. President.
(Above signature cancelled)
Signed William L. Simrell Secretary
William L. Simrell Secretary.
(Above signature cancelled)
Countersigned Cancelled. Registrar.
26-304. 1000-5-30.

Sep 5509
January 1918 Issue.

This Application is made to The Mutual Life Insurance Company of New York. All the following statements and answers, and all those that I make to the Company's Medical Examiner, in continuation of this application, are true, and are offered to the Company as an inducement to issue the proposed policy. I expressly waive, on behalf of myself and any person who shall have or claim any interest in any policy issued hereunder, all provisions of law forbidding any physician or other person who has attended or examined me, or who may hereafter attend or examine me, from disclosing any knowledge or information which he thereby acquired. The proposed policy shall not take effect unless and until the first premium shall have been paid during my continuance in good health, and unless also the policy shall have been delivered to and received by me during my continuance in good health; except in case a conditional receipt shall have been issued as hereinafter provided:

1. My name is (in full): Carl F. Stroehmann.

2. (a) My residence and period of residence: Street, W. Carter, County Boyds; Town, City or Village, Ashland; State or Prov., Kentucky; For Period of, yrs. . , mos., 2. (b) My place of business is: 310 W. Winchester St. Ashland, Ky. (c) My P. O. address is: Ashland Ky. (d) My former residences were: Pleasant Valley, Wheeling, W. Va.; For Period of, Life.

3. Date of my birth: Day, 8; Month, Aug.; Year, 1896; Age at last birthday, 23.

4. Place of my birth: Town or City, Wheeling; State or Prov., W. Va.; Country, U. S. A.; Citizen or Subject of, U. S.

5. (a) My present occupation is: (Full details, business or trade and name of firm.) Mgr. Ashland Bakery Ashland Ky. (b) I have been so engaged . . yrs., 2 mos. (c) My other occupations are: None.

6. (a) My former occupations were: Chemist. (b) Period of time so engaged: 1 yrs. . . . mos.

7. I do not contemplate any change of occupation, or becoming connected with any military, naval, aeronautic or aviation organization or service or going to any foreign or tropical countries except: (if none, so state) None.

8. (a) Are you connected with any military, naval or aviation organization or service, officially or otherwise? (Ans. Yes or No.) No. (b) If so, state particulars specifying whether an active member or one in reserve:

9. (a) Name (in full) of the person i. e. beneficiary, to whom the sum insured is to be made payable: Irene L. Stroehmann. Cash & Loan options reserved to insured. (b) Residing in Pleasant Valley, Wheeling W. Va. (c) Relationship or insurable in-

terest (in proposed life) of said beneficiary: Sister. (d) Privilege of changing the beneficiary from time to time, provided policy has not been assigned, is desired: (Ans. Yes or No) Yes. (e) Have you any person wholly dependent on you for support? Ans. (Yes or No.) No.

10. I have the following insurance on my life in other Companies and Associations: Name of Company or Association, None.

11. (a) Amount of insurance applied for: $5,000. (b) Plan, (State fully.) Ordinary Life. (c) Premiums to be paid . . . annually.

12. If the Company consents to grant it, do you desire the policy to provide, in accordance with terms of Company's forms now in use, for General. (a) "Double Indemnity" (a) Yes. (b) "Disability Benefits" (b) Yes. (c) "Waiver of Premium" (c) Yes.

13. No negotiations for other insurance on my life are now pending or contemplated except as follows: (if none, so state) None.

14. I have never made an application nor submitted to an examination for life insurance upon which a policy has not been issued on the plan and premium rate originally applied for, except to the following companies or associations: (if none, so state) None.

15. I have paid $ . . . . in cash to the subscribing Soliciting Agent and received a conditional receipt therefor, signed by the Secretary of the Company, making insurance in force from this date, provided this application shall be approved and policy duly issued.

It is understood and agreed that, during the period of one year following the date of issue of the

Policy of Insurance for which application is hereby made, (a) the risk of death will not be covered by the Policy if such death occur by my own act, whether sane or insane, (b) if I engage in any of the following extra-hazardous occupations or employments: retailing intoxicating liquors, handling electric wires or dynamos, blasting, mining, submarine labor, aviation, aeronautic ascensions, the manufacture of highly explosive substances, service upon any railroad train or track or in switching or in coupling cars, or on any steam or other vessel, without express written permission by the Company, said policy shall be void. I agree that the policy, if issued, may set forth restrictions on (1) military or naval service or work in connection with warfare, or (2) hazards due to warfare or insurrection outside of the United States of America, and that any such provisions shall be binding upon me and upon any one having any interest in said policy. I agree that no agent or other person except the President, Vice-President, a Second Vice-President, a Secretary or the Treasurer of the Company has power on behalf of the Company to make, modify or discharge any contract of insurance, to extend the time for paying a premium, to waive any lapse or forfeiture or any of the Company's rights or requirements, or to bind the Company by making any promise respecting any benefits under any Policy issued hereunder or by accepting any representation or information not contained in this application.

Signature in full of person whose
Life is proposed for insurance
Carl Frederick Stroehmann

Dated at Ashland Ky. on 9-15 1919.

I have known the above named applicant for (just

met) and saw him sign this application.
I have issued Conditional receipt No.....
Howard M Hughes
Soliciting Agent.

(Printed on right hand margin):
The applicant, upon request, may have policy antedated for a period not to exceed six months.

Statements to Medical Examiner.

These must be recorded in the handwriting of the Medical Examiner, who should satisfy himself that the applicant's statements and answers are full and complete.

16. What is your full name? Carl Frederick Stroehmann.

17. What illnesses, diseases, injuries or surgical operations have you had since childhood? Name of diseases, etc., Typhoid fever; Number of attacks, One; Date of each, 1903; Duration, Short; Severity, Moderate; Results, Recovery; Date of complete recovery, 1903. Name of disease, etc., Pneumonia; Number of attacks, One; Date of each, 1904; Duration, Short; Severity, Moderate; Results, Recovery; Date of complete recovery, 1903. Name of disease, etc., Rheumatism; Number of attacks, Two; Date of each, 1912; Duration, Ten weeks; Severity, Moderate; Results, Recovery; Date of complete recovery, 1912. Name of disease, etc., Injury to back (foot-ball); Number of attacks, One; Date of each, 1915; Duration, 2 or 3 weeks; Severity, Severe pain; Results, Recovery; Date of complete recovery, 1915.

18. State every physician or practitioner who has prescribed for or treated you, or whom you have consulted in the past five years. Name of physician

or practitioner, Drs. Truschel & Schwinn; Address, Schmulbach Bldg., Wheeling W. Va.; When consulted, 1915; Nature of complaint. Give full details above under Q. 17, Injury to back. Name of physician or practitioner, Dr. Sylvester; Address, Somerville, Mass.; When consulted, 1918; Nature of complaint. Give full details above under Q. 17. Fracture of lower jaw while playing foot-ball—four weeks—complete recovery—no disability present.

19. Have you stated in answer to question 17 all illnesses, diseases, injuries or surgical operations which you have had since childhood? (Ans. Yes or No.) Yes.

20. Have you stated in answer to question 18 every physician and practitioner consulted during the past five years and dates of consultation? (Ans. Yes or No.) Yes.

21. (a) Are you in good health? Yes. (b) If not, what is the impairment? None.

22. (a) How much weight have you gained in the past year? None. (b) How much weight have you lost in the past year? None. (c) If any change, state cause, None.

23. (a) What is your date of birth? August 8, 1896. (b) Is this date or is your age a matter of record? Yes. (c) If so, where? State House, Wheeling W. Va.

24. Are you married? No.

25. Are you now or have you ever been engaged in any way in the sale or manufacture of beer, wine or other intoxicating liquors? (Ans. Yes or No) No.

26. (a) Have you used wine, spirits or malt liquors during the past year? Yes, beer and light wine. (b) If so, what has been your daily average in past year? Three glasses of beer. (c) How much

have you used in any one day at the most? Three glasses of beer. (d) Have you been intoxicated during the past five years? No. (e) Have you ever taken treatment for alcoholic or drug habit? No. (f) If a total abstainer, how long have you been so?

If any of the questions 27 to 36 below are answered Yes, give details in space adjacent.

27. Have you ever raised or spat blood? No.

28. Have you a rupture or hernia? No.

29. Have you any bodily deformity? No.

30. Have you lost any part of arm or leg? No.

31. Have you any impairment of sight or hearing? No.

32. Have you ever been under treatment at any asylum, cure, hospital, or sanitarium? No.

33. Have you ever changed your residence on account of your health? No.

34. Do you contemplate making any change in your residence? No.

35. Has any member of your household suffered from tuberculosis or consumption during the past year? No.

36. Has there ever been any suspicion that any of your parents, brothers or sisters ever had tuberculosis or consumption, cancer, insanity, epilepsy, paralysis or apoplexy? No.

37. Family record of Applicant: Father—Living; Age, 58; Health, Good. Mother—Living; Age, 51; Health, Good. Age of father's father, if living ; If not, age at death? 80. Age of father's mother, if living? ; If not, age at death? 65. Age of mother's father, if living? ; If not, age at death? 80. Age of mother's mother, if living? : If not, age at death? 55 to 60. Brothers—Number

living (If none, so state), One; Number dead (If none, so state), None; Living—Age, 18; Health, Good. Sisters—Number living (If none, so state), Three; Number dead (If none, so state), None. Living—Age, 35, 28, 13; Health, Good, Good, Good.

I certify that each and all of the foregoing statements and answers were read by me and are fully and correctly recorded by the Medical Examiner.

Carl Frederick Stroehmann
Signature in full of person examined.

Dated at Ashland State of Kentucky the 15th day of September 1919.

Witness:
J. M. Salmon M. D.

The beneficiary is changed to the Insured's wife,
Mildred Stroehmann
The right to revoke this designation of beneficiary is reserved to the insured.

(Signature cancelled)
Secretary.

New York, March 12, 1920.

The beneficiary is changed to Northern Central Trust Company, Williamsport, Pa. as trustee, or its successor trustee, under an agreement of trust dated October 27, 1926 made by and between the Insured Carl F. Stroehmann and the said Northern Central Trust Company.

The right to revoke this designation of beneficiary is reserved to the Insured.

(Signature cancelled)
Secretary.

New York, N. Y. December 10, 1926.

It is understood and agreed that The Mutual Life Insurance Company of New York shall not be responsible for any failure of the said trustee to perform its duties as trustee, nor for the application or disposition of any moneys paid to the said trustee, and payment to the said trustee shall fully discharge The Mutual Life Insurance Company of New York for the amount so paid.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)
Secretary.

New York, N. Y. December 10, 1926.
32-506

The beneficiary is changed to Lycoming Trust Company, Williamsport, Pa., as trustee, or its successor trustee, under an agreement of trust dated February 4, 1927 made by and between the Insured Carl F. Stroehmann and the said Lycoming Trust Company.

The right to revoke this designation of beneficiary is reserved to the Insured.

(Signature cancelled)
Secretary.

New York, N. Y. February 24, 1927.

It is understood and agreed that The Mutual Life Insurance Company of New York shall not be responsible for any failure of the said trustee to perform its duties as trustee, nor for the application or disposition of any moneys paid to the said trustee, and payment to the said trustee shall fully dis-

charge The Mutual Life Insurance Company of New York for the amount so paid.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)
Secretary.

New York, N. Y. February 24, 1927.
32-506

Page 4

The Insured has reserved to himself the right to exercise the following privileges accruing under the terms and conditions of this policy, namely: to surrender this policy for its cash value, and to secure loans from the Company on this policy and to assign the same as collateral security for such loans.

The Mutual Life Insurance
Company of New York,
Signed George C. Keefer Secretary.
(Signature cancelled)

New York, N. Y., September 20, 1919.
14-107 Secretary

The clause in this policy entitled "Benefits in the Event of Total and Permanent disability before Age 60" has been cancelled as of this date and the rider entitled Increasing Disability Benefits has been substituted therefor.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)

New York, N. Y., February 23, 1928.
26-517 D. B. Secretary.

Premiums hereafter payable have been changed to $124.25 annually which amount includes the ad-

ditional premium, or premiums, stated in the rider, or riders, attached to this policy bearing the same date at this endorsement or a prior date, and remaining in full force.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)
Secretary.

New York, N. Y., February 23, 1928.
26-516

10**G
Life.—Dis. and D. I. Gen.
January, 1919.
Annual Dividend
ORDINARY LIFE POLICY
With Total and Permanent Disability Benefits
and
Double Indemnity for Death by Accident
No. 2,646,105
THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK
Insurance on the Life of
Carl F. Stroehmann
Amount, $5000.
Date, September 20th 1919
Term of Life.
Annual Premium, $124.25 Payable for Life.
1000-6-31

EXHIBIT E

Page 1

ORDINARY LIFE

With (1) Total and Permanent Disability Benefits and (2) Double Indemnity for Death by Accident

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK
Number 2,677,078
Face Amount $5000.
Age 23
Annual Premium $112.05

In Consideration of the ..... annual premium of One hundred twelve and 05/100 Dollars, the receipt of which is hereby acknowledged, and of the payment of a like amount upon each Ninth day of December hereafter until the death of the Insured, subject to the surrender of this Policy properly receipted,

Promises to pay at the Home Office of the Company in the City of New York, upon receipt at said Home Office of due proof of the death of Carl F. Stroehmann, the Insured, of Ashland, County of Boyd, State of Kentucky,

Five Thousand ..... Dollars,
(The Face Amount of this Policy)

to Insured's sister Irene L. Stroehmann, the beneficiary, or, if there further be received at said Home Office, due proof that such death resulted directly from bodily injury, received after the date of issue of this Policy, independently and exclusively of all other causes, and that such bodily injury was effected solely through external, violent and accidental means, and that such death occurred within sixty days after the date of such bodily injury, promises to pay to said beneficiary, instead of the face amount of this Policy,

Ten Thousand ..... Dollars,
(Double the Face Amount of this Policy, herein called Double Indemnity)

provided, however, that this Double Indemnity shall

not be payable in the event of the Insured's death as a result of military or naval service in time of war nor shall it be payable in the event of the Insured's death at any time by his own act, whether sane or insane, nor if such death be caused directly or indirectly, wholly or partly, by riot, insurrection or war or any act incident thereto, nor if such death be a result of participation in aeronautics or submarine operations, nor if such death result from any violation of law by the Insured, or from police duty in any military, naval or police organization, or directly or indirectly from bodily or mental infirmity or disease of any sort. The Company shall have the right and opportunity to examine the body and to make an autopsy, unless prohibited by law.

Death of Beneficiary before Insured: Change of Beneficiary.—If any beneficiary die before the Insured, the interest of such beneficiary shall vest in the Insured, unless otherwise provided herein.

If the interest of a beneficiary shall have vested in the Insured, or if the right to change the beneficiary has been reserved, the Insured, if there be no existing assignment of this Policy, may, from time to time, while this Policy is in force, designate a new beneficiary, with or without reserving the right to change the beneficiary, by filing written notice thereof at the Home Office of the Company accompanied by this Policy for suitable endorsement thereon. Such change shall take effect upon the endorsement of the same on the Policy by the Company.

The right to change the beneficiary has ..... been reserved.

Premiums.—All premiums are payable in advance at said Home Office or to any agent of the Company

upon delivery, on or before date due, of a receipt signed by the Treasurer of the Company and countersigned by said agent. A grace of thirty-one days shall be granted for the payment of every premium after the first, during which period of grace the insurance shall continue in force.

When this Policy shall become payable by the death of the Insured, any unpaid premium or premiums necessary to complete premium payments for the policy-year in which such death occurs (including the overdue premium, if death occurs within the period of grace) shall be deducted from the amount payable thereunder.

Except as herein provided the payment of a premium shall not maintain this Policy in force beyond the date when the next premium is payable. If any premium be not paid before the end of the period of grace, then this Policy shall immediately cease and become void, and all premiums previously paid shall be forfeited to the Company except as hereinafter provided.

Participation:

Annual Dividends.—This Policy shall participate in the surplus of the Company and the proportion of the surplus accruing hereon shall be ascertained and distributed upon payment of the second year's premium and thereafter at the end of the second and of each subsequent policy-year. At the option of the Insured each such dividend shall be either—

(1) Paid in cash; or,

(2) Used toward the payment of any premium, if the above specified period of grace for such premium payment has not expired and if the remainder of the premium is duly paid; or,

(3) Applied to the purchase of a paid-up par-

ticipating addition to the Policy (herein called dividend addition); or,

(4) Left to accumulate to the credit of the Policy with compound interest at the rate of three per centum per annum participating in excess interest earnings each year (herein called dividend deposit). Dividend deposits may be drawn on any anniversary of the date of the Policy; if not so drawn, they shall be payable on the surrender, lapse or maturity of the Policy.

Unless the Insured shall elect otherwise within three months after mailing by the Company of a written notice requiring the election of one of the four above options, the dividends shall be applied to the purchase of paid-up additions, as per option (3). Such paid-up additions may be surrendered at any time for a cash value which shall not be less than the original cash dividends as per option (1), provided the reserve for such paid-up additions has not been applied to purchase continued insurance or paid-up insurance in accordance with the provisions of the clause entitled "Options on Surrender or Lapse".

Post-mortem Dividend.—On the death of the Insured a cash dividend will be credited to this Policy for the fraction, if any, of the then current policy-year elapsing before such death.

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Ordinary Life
Dis. and D. I. Gen.

Amount of Insurance Payable at Death

Premiums Payable During Life

Total and Permanent Disability Benefits

(Waiver of Premium and Income to Insured; Insurance not reduced thereby)

Double Indemnity for Death by Accident

Annual Distribution of Surplus

Page 2

Privilege of Change to Other Forms of Policy.—At any time while no premium is in default and while this Policy is in full force and provided the Insured is then less than fifty-five years of age, this Policy may be exchanged for any form of premium-paying policy issued by the Company at the date of this Policy upon either the Limited Payment Life plan or the Endowment Insurance plan, which contains the same provision for Double Indemnity Benefit that is contained in this Policy but contains neither any provision for Waiver of Premium or other Disability Benefit nor for any other special benefit or feature. No medical re-examination will be required, and the new Policy shall be for the same face amount as this Policy, shall bear the same number and date, shall be written as of the same age of the Insured as this Policy, and shall be at the rate of premium in force for such new Policy at the date of this Policy. Such exchange shall be made upon the written request of the Insured and beneficiary or assignee, if any, and upon the surrender of this Policy, and upon the payment to the Company of a sum equal to the differences between the premiums paid hereon, exclusive of premiums paid for Disability Benefits, and the premiums which would have been paid upon the Policy had it originally been upon the new plan, with interest on such differences from the various due dates to the date

of exchange at the rate of six per centum per annum compounded annually. Allowance will be made for any larger dividends on the new plan.

Residence and Travel.—This Policy is free from restrictions as to residence and travel, unless otherwise provided by endorsement hereon.

Occupation.—This Policy is free from restrictions as to Military or Naval Service except as to "Benefits in the Event of Total and Permanent Disability" as set forth in the clause herein providing for such benefits. As to certain other occupations of the Insured, it is restricted during the first year after its date of issue as stated in the application herefor, copy of which is endorsed hereon or attached hereto, but is free from restriction as to such other occupations after such first year.

Suicide.—The Company shall not be liable hereunder in the event of the Insured's death by his own act, whether sane or insane, during the period of one year after the date of issue of this Policy.

Incontestability.—This Policy shall be incontestable after two years from its date of issue except for non-payment of premiums.

If the age of the Insured has been misstated, the amount payable hereunder shall be such as the premium paid hereon would have purchased at the correct age.

The Contract.—This Policy and the application herefor, copy of which is endorsed hereon or attached hereto, constitute the entire contract between the parties hereto. All statements made by the Insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statement of the Insured shall avoid or be used in defence to a claim under this Policy unless con-

tained in the written application herefor and a copy of the application is endorsed on or attached to this Policy when issued.

Reserve and Net Single Premiums.—The reserve held for the face amount of this Policy and for any dividend additions hereto and the reserves and the net single premiums mentioned herein shall be computed in accordance with the American Experience Table of Mortality assuming interest at the rate of three per centum per annum.

Options on Surrender or Lapse.—After three full years' premiums shall have been duly paid, and provided there is no premium more than three months in default, the owner may elect one of the following options:

(a) to surrender this Policy for its cash value less any indebtedness to the Company hereon (this balance is hereinafter referred to as the net cash value); or,

(b) to have the insurance continued in force from the date of such default as paid-up non-participating term insurance without Disability or Double Indemnity Benefits, for an amount equal to the face amount of this Policy and any outstanding dividend additions less any indebtedness to the Company hereon; or,

(c) to surrender this Policy for paid-up non-participating life insurance without Disability or Double Indemnity Benefits, payable at the same time and on the same conditions as this Policy.

The cash value under option (a) will be the reserve for the face amount of this Policy and for any dividend additions hereto together with any dividend deposits to the credit hereof, less a surrender charge which, in no case, shall be more than one

and one-half per centum of the face amount of this Policy: after premiums have been paid for ten full years or more, there shall be no surrender charge.

The term for which the insurance will be continued under option (b), or the amount of the paid-up life insurance obtainable under option (c), will be such as the net cash value obtainable under option (a) will purchase at the attained age of the Insured at date of default when applied as a net single premium.

In the event of default in payment of premium, if this Policy shall not, within three months after such default, have been surrendered to the Company at its Home Office for its cash value as provided in option (a), or for paid-up insurance as provided in option (c), the insurance will be automatically continued as provided in option (b).

Loans.—At any time while this Policy is in force, provided at least three full years' premiums shall have been paid and no premium is in default, the Company will advance, on proper assignment and delivery of this Policy and on the sole security hereof, an amount which, with interest thereon to the end of the current policy-year, shall be equal to, or at the option of the owner less than, the cash value at the end of said year: any existing loan hereon with accrued interest, and any unpaid portion of said current policy year's premium shall be paid out of such advance. Interest on the loan shall be at the rate of six per centum per annum and shall be payable at the end of each policy-year, and this interest, if not paid when due, shall be added to the existing loan and shall bear interest at the same rate. The loan with accrued interest may be repaid to the Company at any time. Failure to repay

any such advance or to pay interest shall not avoid this Policy unless the total indebtedness hereon to the Company shall equal or exceed the cash value at the time of such failure, nor until one month after notice shall have been mailed by the Company to the last known address of the Insured and of the Assignee of record, if any, at the Home Office of the Company, but if, at any time, such indebtedness, together with accrued interest thereon, shall equal or exceed the then cash value of the Policy, the Policy shall become void one month after notice shall have been mailed by the Company to said last known addresses. (If a loan is desired before three full years' premiums have been paid, the unpaid balance of the three full years' premiums may be paid by deduction from the loan when made if the amount which can be loaned is sufficient.)

Any indebtedness to the Company under the Policy shall be deducted in any settlement thereof.

Table of Surrender and Loan Values.

The values hereunder (computed in accordance with the above provisions and upon the assumption that premiums have been paid in full for the number of years the "Policy has been in force") apply to a Policy for $1,000. As this Policy is for $5000., the values, i. e. the cash, loan, and paid-up life insurance will be 5 times the amounts stated in the table; the term, i. e. the continued insurance, will be for the period stated irrespective of the face amount of the Policy.

If there be any dividend additions or dividend deposits to the credit of the Policy, or if premiums have been paid for any part of a year beyond the last preceding anniversary, the values and, in certain cases, the term will be increased; if there be

any indebtedness on the Policy, the values and the term will be decreased; the figures contained in the table represent the actual amounts available after deduction of the surrender charge, if any, but assuming neither dividend additions, dividend deposits nor indebtedness.

After Policy has Been in Force	*Cash Value **Loan Value	Paid-up Non-Participating Life Insurance	Paid-up Non-Participating Term ((Continued) Insurance for	
			Years	Days
3	$ 19.69	$ 54.43	2	203
4	26.67	72.59	3	174
5	33.86	90.70	4	157
6	41.61	109.68	5	168
7	53.67	139.17	7	37
8	66.02	168.38	8	288
9	78.67	197.30	10	180
10	91.64	225.95	12	68
11	102.40	248.17	13	171
12	113.49	270.29	14	246
13	124.91	292.29	15	281
14	136.66	314.13	16	269
15	148.74	335.79	17	209
16	161.16	357.28	18	101
17	173.92	378.56	18	316
18	187.02	399.62	19	124
19	200.47	420.45	19	261
20	214.27	441.04	19	364
21	228.43	461.38	20	73
22	242.93	481.45	20	120

23	257.78	501.22	20	145
24	272.95	520.67	20	148
25	288.44	539.78	20	133
30	369.89	629.42	19	207

Ordinary Life. Age 23.

Values for later years will be computed upon the above stated basis and will be furnished upon request.

*The cash value provided for in the above table for the end of a policy-year, less interest thereon at the rate of six per centum per annum to the end of such policy-year, can be obtained during such policy-year provided all premiums due prior to the end of such policy-year shall have been duly paid.

**The loan value provided for in the above table for the end of a policy-year can be obtained (less interest) during such policy-year as explained in the above clause entitled "Loans".

Reinstatement.—Unless it shall have been surrendered for its cash value, or unless the term for which the insurance has been continued shall have expired, this Policy may be reinstated at any time within three years from date of default in payment of any premium, upon evidence of insurability satisfactory to the Company and upon payment of the arrears of premiums with interest thereon at the rate of five per centum per annum; and, at the option of the Insured, either (a) upon payment in cash to the Company of any indebtedness which existed at said date of default, together with interest thereon as specified in the loan provisions of this Policy, or (b) upon reinstatement of such indebtedness, increased by interest thereon as specified in the loan

provisions of this Policy, provided such reinstated increased indebtedness does not exceed the loan value at the date of reinstatement.

Paid-up and Endowment Options.—If at any time the reserve held for the face amount of this Policy and for any dividend additions hereto shall be equal to or greater than the net single premium at the attained age of the Insured for an amount of Life or Endowment Insurance not less than the face amount of this Policy, the Company, upon written request of the Insured and upon delivery of the Policy, will endorse the Policy as fully paid-up participating Life or Endowment Insurance, as the case may be, without disability or double Indemnity Benefits, for such amount and kind as said reserve will then purchase when applied as a net single premium; such paid-up insurance shall be subject to any then existing indebtedness to the Company hereon. Or if said reserve shall equal or exceed the face amount of this Policy, the Company, upon legal surrender hereof, will pay in cash such reserve, less any indebtedness hereon to the Company.

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Benefits in the Event of Total and Permanent Disability Before Age 60.

When Such Benefits Take Effect.—If the Insured, after payment of premiums for at least one full year, provided all past due premiums have been duly paid, shall before attaining the age of sixty years at nearest birthday and while this Policy is in full force furnish due proof to the Company at its Home Office that he has become totally and permanently disabled by bodily injury or disease, so that he is, and will be, permanently, continuously and wholly prevented thereby from performing any

work for compensation, gain or profit, or from following any gainful occupation, and that such disability has then existed continuously for not less than sixty days, the Company will grant the following benefits.

Benefits.

1. Waiver of Premium.—The Company will, during the continuance of such disability, waive payment of each premium as it thereafter becomes due, commencing with the first premium due after receipt of said due proof of such disability.

2. Income to Insured.—One year after the anniversary of the date of issue of this Policy next succeeding the receipt of said due proof, the Company will pay to the Insured, if then living and such disability still continue, a sum equal to one-tenth of the face amount of the Policy, (but not including dividend additions) and a like sum on each such anniversary thereafter, if the Insured be then living and such disability still continue.

The face amount of the Policy shall not be decreased because of any premium waived or any income payment made nor shall such waived premium or income payment be deducted in any subsequent settlement of the Policy, and the loan and surrender values will increase each year in the same manner as if each premium had been paid when due instead of being waived.

Proof of Continuance of Disability Required; Recovery from Disability.—Although the proof of total and permanent disability may have been accepted by the Company as satisfactory, the Insured shall at any time thereafter, and from time to time, but not oftener than once a year, on demand, furnish to the Company due proof of the continuance

of such disability, and if the Insured shall fail to furnish such proof, or if it shall appear to the Company that the Insured is able to perform any work or follow any occupation whatever for compensation, gain or profit, no further premium shall be waived and no further income shall be paid.

General Provisions.—The provision for such Disability Benefits shall immediately terminate either, (a) if the written request of the Insured for cancellation thereof be received at the Home Office of the Company together with the Policy for endorsement, or, (b) if the Insured shall at any time, voluntarily or involuntarily, engage in military or naval service in time of war outside the continental limits of the United States of America and the Dominion of Canada.

The additional annual premium of $4.50, in consideration of which these Disability Benefits are granted, is payable for thirty-seven full years or until the prior termination of the provision for these benefits. The premium stated on the face of the Policy includes such additional premium, and the premium payable after the provision for these benefits terminates will be the premium stated on the face of the Policy less the amount of such additional premium.

(The above paragraph stamped):
Cancelled,
New York, Feb 23 1928
(Signature cancelled)
Secy.

The entire and irrecoverable loss of the sight of both eyes or the severance of both entire hands or both entire feet or of one entire hand and one entire foot shall be considered total and permanent

disability without prejudice to any other cause of disability.

Optional Settlement of Double Indemnity.

If the Double Indemnity Benefit provided for on Page 1 of this Policy becomes payable, the Company instead of each one thousand dollars of the net single sum payable, will, if election be made as provided for election of Mode of Settlement in the clause herein entitled Modes of Settlement, pay

One Thousand Two Hundred Dollars, payable as follows:

(a) Ten Dollars a month for five years, first payment to be made upon receipt of said proof of the death of the Insured, and

(b) Five Dollars a month for the period of five years next succeeding the five-year period mentioned in (a), and

(c) Two and one-half Dollars a month for the period of ten years next succeeding the five-year period mentioned in (b).

(The payments under (a), (b) and (c) do not terminate at the death of any payee, but are payments certain for the periods mentioned.)

The provisions as to participation, supplementary contract, right to surrender, surrender value, and right to assign contained in the clause herein entitled "Modes of Settlement" which are applicable to Mode of Settlement (2) shall apply to this optional settlement.

Modes of Settlement.—If election be made as hereinafter provided, the net sum payable under this Policy at death of the Insured, provided such net sum be not less than $1,000, will be settled by one of the following methods instead of being then paid in one sum to the person then entitled thereto,

hereinafter referred to as the payee: if so specified in the election, the annual instalments provided for under method (2) or method (3) will be paid in equal semi-annual, quarterly or monthly payments of one-half, one-fourth or one-twelfth of the annual instalment.

(1) By the payment of interest at the rate of three per centum per annum on said net sum, payable at the end of each year during the lifetime of the payee, and by the payment upon the death of the payee of the said net sum together with any accrued interest for the year then current; or,

(2) By the payment of equal annual instalments for a specified number of years, whether the payee lives or dies, the first instalment being payable immediately, in accordance with the following table for each one thousand dollars of said net sum; or,

(3) By the payment (a) of twenty equal annual instalments certain, whether the payee lives or dies, the first annual instalment being payable immediately, and the twentieth annual instalment being payable nineteen years later, and (b) of annual instalments of a like amount thereafter throughout the remaining lifetime of said payee, the first of such annual instalments being payable one year after the twentieth annual instalment certain provided said payee be then alive, the payments terminating with the last annual instalment preceding the death of said payee, in accordance with the following table for each one thousand dollars of said net sum.

Unless otherwise specified in making the election of one of the above modes of settlement the amount payable upon the death of the payee under mode of settlement (1), or any instalments payable after

the death of the payee under mode of settlement (2), or any of the twenty equal annual instalments certain which may be payable after the death of the payee under mode of settlement (3), shall be payable to the payee's executors or administrators.

The election of any of the foregoing modes of settlement may be made, (a) prior to the death of the Insured by the Insured and the beneficiary jointly; or, if the right to change the beneficiary has been reserved, by the Insured alone: or, (b) upon the death of the Insured, if no prior election shall have been made, by the payee: if the Policy be assigned, the assignee must join in any election: such election shall be made by filing written notice thereof at the Home Office of the Company accompanied by this Policy for suitable endorsement hereon. In event of settlement of this Policy under any of said modes of settlement it shall be surrendered to the Company and a supplementary contract shall be issued providing for the mode of settlement elected and the date of such contract shall be the date of receipt at said Home Office of completed proofs of death.

If the net sum payable under the Policy be payable to two or more persons, modes of settlement (1) and (3) are available only if each such person be entitled to receive a separate share of said net sum, in which case each such share shall be settled by the issuance of a separate supplementary contract; modes of settlement (1) and (3) are not available if the payee be a corporation, a partnership or an association.

If so specified in the written notice making election of one of the foregoing modes of settlement, but not otherwise, the supplementary contract may at any time be surrendered to the Company and the

Company will pay for the legal surrender thereof, (a) where mode of settlement (1) has been elected, the said net sum together with interest thereon to the date of surrender at the rate of three per centum per annum for the fractional part of a year, if any, for which interest shall not have already been paid, (b) where mode of settlement (2) or (3) has been elected, the commuted or then present value computed at three per centum interest, compounded annually, of the then future instalments certain exclusive of participation; but no such surrender and commutation will be made under mode of settlement (3) except after the death of the payee occurring before all of said twenty annual instalments certain shall have become payable. A payee who has not the right to surrender the supplementary contract to the Company shall not have the right to assign or encumber such contract or any part thereof or any instalment accruing thereon.

Such supplementary contract shall participate annually in the excess of interest earnings over three per centum per annum, at the same excess rate each year as is used in the dividend calculations of that year in the case of policies issued in the same year as this Policy, but if settlement be made under mode of settlement (3), only that part of the supplementary contract providing for instalments for the fixed period of twenty years shall participate. Any excess interest shall be paid annually on the anniversary of the date of issue of the supplementary contract and, where the instalments under mode of settlement (2) or (3) are payable in semi-annual, quarterly or monthly payments, such excess interest shall be calculated on the assumption that the instalments are paid annually at the commencement of each supplementary contract year.

Mode of Settlement (2)

Number of Annual Instalments	Amount of Each Annual Instalment
2	$507 39
3	343 23
4	261 99
5	211 99
6	179 22
7	155 83
8	138 30
9	124 69
10	113 81
11	104 92
12	97 53
13	91 29
14	85 94
15	81 32
16	77 29
17	73 74
18	70 59
19	67 78
20	65 25
25	55 75
30	49 53

Mode of Settlement (3)

Age of Payee at death of Insured	Amount of Each Annual Instalment
10 and under	$39 52
11	39 70
12	39 88
13	40 08
14	40 28
15	40 49

Age of Payee at death of Insured	Amount of Each Annual Instalment
16	40 71
17	40 94
18	41 18
19	41 42
20	41 68
21	41 95
22	42 24
23	42 53
24	42 84
25	43 16
26	43 49
27	43 84
28	44 20
29	44 58
30	44 98
31	45 39
32	45 82
33	46 27
34	46 73
35	47 22
36	47 73
37	48 25
38	48 79
39	49 36
40	49 94
41	50 54
42	51 17
43	51 80
44	52 45
45	53 12
46	53 80
47	54 49

Age of Payee at death of Insured	Amount of Each Annual Instalment
48	55 19
49	55 89
50	56 60
51	57 29
52	57 98
53	58 66
54	59 32
55	59 96
56	60 58
57	61 16
58	61 72
59	62 23
60	62 71
61	63 15
62	63 54
63	63 89
64	64 20
65	64 45
66	64 67
67	64 85
68	64 98
69	65 09
70	65 16
71	65 21
72	65 23
73 and over	65 25

Assignment.—The Company shall not be charged with notice of any assignment of any interest in this Policy until the original assignment or a certified copy thereof has been filed at its said Home Office. The Company assumes no responsibility as to the validity or effect of any assignment.

Notice.—No agent or other person except the President, Vice-President, a Second Vice-President, a Secretary or the Treasurer of the Company has power on behalf of the Company to make, modify or discharge this or any contract of insurance, to extend the time for paying a premium, to waive any lapse or forfeiture or any of the Company's rights or requirements, or to bind the Company by making any promise respecting any benefits hereunder or by accepting any representation or information not contained in the written application for this Policy.

In Witness Whereof, the Company has caused this Policy to be executed this Ninth day of December 1919.

Signed Charles A. Peabody, President.
David F. Houston. President.
(Above signature cancelled)
Signed George C. Keefer Secretary
William L. Simrell Secretary.
(Above signature cancelled)
Countersigned Cancelled. Registrar.

(*Attached Provision*):

Increasing Disability Benefits

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

If the Insured under Policy No. 2,677,078 in The Mutual Life Insurance Company of New York, to which Policy this provision for Disability Benefits it attached and of which it forms a part, is totally and presumably permanently disabled before age 60, the Company

Will Pay to said Insured
A Monthly Income of Fifty Dollars

during such disability, increasing after five and ten years continuous disability, besides waiving pre-

mium payments under said Policy, all in accordance with the following provisions and conditions.

Total Disability: Disability shall be considered total when there is any impairment of mind or body which continuously renders it impossible for said Insured to follow a gainful occupation.

Permanent Disability: Total disability shall, during its continuance, be presumed to be permanent;

(a) If such disability is the result of conditions which render it reasonably certain that such disability will continue during the remaining lifetime of said Insured; or,

(b) If such disability has existed continuously for ninety days.

When Benefits become Effective: If, before attaining the age of sixty years and while no premium under said Policy or under this provision for Disability Benefits is in default, and, if said Policy shall be an Endowment Policy, before the end of the endowment period, said Insured shall furnish to the Company due proof that he is totally and permanently disabled, as defined above, the Company will grant the following benefits during the remaining lifetime of said Insured so long as such disability continues.

Benefits: (a) Increasing Income: The Company will pay to said Insured during the continuance of such disability, a monthly disability income of the amount stated above ($10 per $1000 face amount of said Policy), beginning upon receipt of due proof of such disability and increasing after sixty consecutive monthly payments have been made to one and one-half times such amount and after sixty further consecutive monthly payments have been made to twice such amount at which it shall remain while

total and permanent disability continues. If such disability has continued more than one month, said income payments will begin as of the end of the first completed month of such disability instead of on the date of receipt of such proof if due proof is also furnished to the Company that such disability hase been continuous since its beginning.

(b) Waiver of Premium: The Company will also, after receipt of such due proof of total and permanent disability, waive payment of each premium under said Policy as it thereafter becomes due during such disability and, if due proof is also furnished to the Company that such disability has been continuous since its beginning, the Company will return any premium due after the beginning of such disability which has been paid during its continuance.

Reinstatement of Policy: If, not later than six months after the due date of any premium in default and provided no previously due premium is also in default and before said Insured has attained the age of sixty years, due proof is received by the Company that said Insured was totally and permanently disabled, as defined above, at the date when such premium in default fell due, and has been continuously so disabled since said due date, said Policy will be reinstated without evidence of insurability and the waiver of premium and disability income benefits shall be the same as if such default had not occurred.

Specified Disabilities: The entire and irrecoverable loss of the sight of both eyes, or of the use of both hands or both feet or one hand and one foot, will be considered total and permanent disability.

General Provisions: The Company may, before making any disability income payment or waiving

any premium, require due proof of the continuance of total and permanent disability, but such proof shall not be required oftener than once a year after such disability has continued for two years. If such proof is not furnished on demand or if it shall appear to the Company that said Insured is no longer totally and permanently disabled, no further disability income payments will be made or premiums waived.

Neither the dividends nor the amount payable in any settlement of said Policy shall be decreased because of Disability Benefits granted.

If there shall be a loan on said Policy and if the monthly disability income is being paid by the Company under this provision, the Company shall automatically apply such part of said income toward the interest payments on such loan as may be necessary to prevent said Policy becoming void under the provisions of the section in said Policy entitled "Loans".

If said Insured shall at any time so recover that the payment of Disability Benefits terminates and later shall furnish due proof that he has again become totally and permanently disabled, Disability Benefits shall be the same in amount and subject to the same conditions as if no prior disability had existed.

If the disability of said Insured shall be the result of insanity, disability income payments shall be payable to the beneficiary under said Policy, if any, instead of to said Insured.

Any disability income payment which may become payable and which is unpaid at the death of said Insured shall be paid to such beneficiary.

Disability Benefits shall not be granted if disabil-

ity is the result of self-inflicted injury.

This provision for Disability Benefits shall automatically terminate if said Insured shall at any time, voluntarily or involuntarily, engage in military or naval service in time of war outside of the continental limits of the United States of America and the Dominion of Canada.

If requested in writing by said Insured, the Company will terminate this provision for Disability Benefits by endorsement hereon.

Premiums: This provision for Disability Benefits is made in consideration (1) of the statements made by said Insured in the application for this provision for Disability Benefits and to the medical examiner in continuation thereof and (2) of the payment of an additional premium of Ten & 61/100 Dollars on the date hereof and of Sixteen and 70/100 Dollars on each 9th day of December hereafter while premiums under said Policy are payable. The premium provided for in said Policy includes this additional premium and if at any time the method of premium payments under said Policy shall be changed, each premium thereafter payable under said Policy shall include a corresponding additional premium for this provision for Disability Benefits.

If said Insured attains the age of sixty years, or if this provision for Disability Benefits terminates before all of the premiums required by said Policy shall have become payable, the premiums, if any, payable under said Policy after such age or such termination shall be reduced by the additional premium charged for Disability Benefits.

This provision for Disability Benefits shall take effect as of February 23rd 1928.

Dated at New York, N. Y., this 23rd day of February 1928.

Signed David F. Houston President.
David F. Houston. President.
(Above signature cancelled)
Signed William L. Simrell Secretary.
William L. Simrell Secretary
(Above signature cancelled)
Countersigned Cancelled. Registrar.
26-304. 1000-5-30.

Sep 5509

January 1918 Issue.

This Application is made to The Mutual Life Insurance Company of New York. All the following statements and answers, and all those that I make to the Company's Medical Examiner, in continuation of this application, are true, and are offered to the Company as an inducement to issue the proposed policy. I expressly waive, on behalf of myself and any person who shall have or claim any interest in any policy issued hereunder, all provisions of law forbidding any physician or other person who has attended or examined me, or who may hereafter attend or examine me, from disclosing any knowledge or information which he thereby acquired. The proposed policy shall not take effect unless and until the first premium shall have been paid during my continuance in good health, and unless also the policy shall have been delivered to and received by me during my continuance in good health; except in case a conditional receipt shall have been issued as hereinafter provided:

1. My name is (in full): Carl F. Stroehmann.
2. (a) My residence and period of residence:

Street, W. Carter; County, Boyds; Town, City or Village, Ashland; State or Prov., Kentucky; For Period of, yrs. , mos., 2. (b) My place of business is: 310 W. Winchester St. Ashland Ky. (c) My P. O. address is: Ashland Ky. (d) My former residences were: Pleasant Valley, Wheeling W. Va.: For Period of, Life.

3. Date of my birth: Day, 8; Month, Aug.; Year, 1896; Age at last birthday, 23.

4. Place of my birth: Town or City, Wheeling; State or Prov., W. Va.; Country, U. S. A.; Citizen or subject of, U. S.

5. (a) My present occupation is: (Full details, business or trade and name of firm.) Mgr. Ashland Bakery Ashland Ky. (b) I have been so engaged yrs. 2 mos. (c) My other occupations are: None.

6. (a) My former occupations were: Chemist. (b) Period of time so engaged, 1 yrs. mos.

7. I do not contemplate any change of occupation, or becoming connected with any military, naval, aeronautic or aviation organization or service or going to any foreign or tropical countries except: (if none, so state) None.

8. (a) Are you connected with any military, naval or aviation organization or service, officially or otherwise? (Ans. Yes or No.) No. (b) if so, state particulars specifying whether an active member or one in reserve:

9. (a) Name (in full) of the person i. e. beneficiary, to whom the sum insured is to be made payable: Irene L. Stroehmann. Cash and Loan options reserved to insured. (b) Residing in Pleasant Valley, Wheeling W. Va. (c) Relationship or insurable interest (in proposed life) of said beneficiary: Sister. (d) Privilege of changing the beneficiary from time to time, provided policy has not been as-

signed, is desired: (Ans. Yes or No) Yes. (c) Have you any person wholly dependent on you for support? Ans. (Yes or No.) No.

10. I have the following insurance on my life in other Companies and Associations: Name of Company or Association, None.

11. (a) Amount of insurance applied for: $5,000. (b) Plan, (State fully.) Ordinary Life. (c) Premiums to be paid annually.

12. If the Company consents to grant it, do you desire the policy to provide, in accordance with terms of Company's forms now in use, for General. (a) "Double Indemnity" (a) Yes. (b) "Disability Benefits" (b) Yes. (c) "Waiver of Premium" (c) Yes.

13. No negotiations for other insurance on my life are now pending or contemplated except as follows: (if none, so state) None.

14. I have never made an application nor submitted to an examination for life insurance upon which a policy has not been issued on the plan and premium rate originally applied for, except to the following companies or associations: (if none, so state) None.

15. I have paid $ in cash to the subscribing Soliciting Agent and received a conditional receipt therefor, signed by the Secretary of the Company, making insurance in force from this date, provided this application shall be approved and policy duly issued.

It is understood and agreed that, during the period of one year following the date of issue of the Policy of Insurance for which application is hereby made, (a) the risk of death will not be covered by the Policy if such death occur by my own act, whether sane or insane, (b) if I engage in any of

the following extra-hazardous occupations or employments: retailing intoxicating liquors, handling electric wires or dynamos, blasting, mining, submarine, labor, aviation, aeronautic ascensions, the manufacture of highly explosive substances, service upon any railroad train or track or in switching or in coupling cars, or on any steam or other vessel, without express written permission by the Company, said policy shall be void. I agree that the policy, if issued, may set forth restrictions on (1) military or naval service or work in connection with warfare, or (2) hazards due to warfare or insurrection outside of the United States of America, and that any such provisions shall be binding upon me and upon any one having any interest in said policy. I agree that no agent or other person except the President, Vice-President, a Second Vice-President, a Secretary or the Treasurer of the Company has power on behalf of the Company to make, modify or discharge any contract of insurance, to extend the time for paying a premium, to waive any lapse or forfeiture or any of the Company's rights or requirements, or to bind the Company by making any promise respecting any benefits under any Policy issued hereunder or by accepting any representation or information not contained in this application.

Signature in full of person whose
Life is proposed for insurance
Carl Frederick Strochmann

Dated at Ashland Ky. on 9-15 1919.

I have known the above named applicant for (just met) and saw him sign this application.

I have issued Conditional receipt No.

Howard M Hughes
Soliciting Agent.

(Printed on right hand margin):

The applicant, upon request, may have policy antedated for a period not to exceed six months.

Statements to Medical Examiner.
These must be recorded in the handwriting of the Medical Examiner, who should satisfy himself that the applicant's statements and answers are full and complete.

16. What is your full name? Carl Frederick Stroehmann.

17. What illnesses, diseases, injuries or surgical operations have you had since childhood? Name of diseases, etc., Typhoid fever; Number of attacks, One; Date of each, 1903; Duration, Short; Severity, Moderate; Results, Recovery; Date of complete recovery, 1903. Name of disease, etc., Pneumonia; Number of attacks, One; Date of each, 1904; Duration, Short; Severity, Moderate; Results, Recovery; Date of complete recovery, 1903. Name of disease, etc., Rheumatism; Number of attacks, Two; Date of each, 1912; Duration, Ten weeks; Severity, Moderate; Results, Recovery; Date of complete recovery, 1912. Name of Disease, etc., Injury to back (foot-ball); Number of attacks, One; Date of each, 1915; Duration, 2 or 3 weeks; Severity, Severe pain; Results, Recovery; Date of complete recovery, 1915.

18. State every physician or practitioner who has prescribed for or treated you, or whom you have consulted in the past five years. Name of physician or practitioner, Drs. Truschel & Schwinn; Address, Schmulbach Bldg., Wheeling W. Va.; When con-

sulted, 1915; Nature of complaint. Give full details above under Q. 17, Injury to back. Name of physician or practitioner, Dr. Sylvester; Address, Somerville, Mass.; When consulted, 1918; Nature of complaint. Give full details above under Q. 17. Fracture of lower jaw while playing foot-ball—four weeks—complete recovery—no disability present.

19. Have you stated in answer to question 17 all illnesses, diseases, injuries or surgical operations which you have had since childhood? (Ans. Yes or No.) Yes.

20. Have you stated in answer to question 18 every physician and practitioner consulted during the past five years and dates of consultation? (Ans. Yes or No.) Yes.

21. (a) Are you in good health? Yes. (b) If not, what is the impairment? None.

22. (a) How much weight have you gained in the past year? None. (b) How much weight have you lost in the past year? None. (c) If any change, state cause, None.

23. (a) What is your date of birth? August 8, 1896. (b) Is this date or is your age a matter of record? Yes. (c) If so, where? State House, Wheeling W. Va.

24. Are you married? No.

25. Are you now or have you ever been engaged in any way in the sale or manufacture of beer, wine or other intoxicating liquors? (Ans. Yes or No) No.

26. (a) Have you used wine, spirits or malt liquors during the past year? Yes, beer and light wine. (b) If so, what has been your daily average in past year? Three glasses of beer. (c) How much have you used in any one day at the most? Three glasses of beer. (d) Have you been intoxicated

during the past five years? No. (e) Have you ever taken treatment for alcoholic or drug habit? No. (f) If a total abstainer, how long have you been so?

If any of the questions 27 to 36 below are answered Yes, give details in space adjacent.

27. Have you ever raised or spat blood? No.

28. Have you a rupture or hernia? No.

29. Have you any bodily deformity? No.

30. Have you lost any part of arm or leg? No.

31. Have you any impairment of sight or hearing? No.

32. Have you ever been under treatment at any asylum, cure, hospital, or sanitarium? No.

33. Have you ever changed your residence on account of your health? No.

34. Do you contemplate making any change in your residence? No.

35. Has any member of your household suffered from tuberculosis or consumption during the past year? No.

36. Has there ever been any suspicion that any of your parents, brothers or sisters ever had tuberculosis or consumption, cancer, insanity, epilepsy, paralysis or apoplexy? No.

37. Family record of Applicant: Father—Living; Age, 58; Health, Good. Mother—Living; Age, 51; Health, Good. Age of father's father, if living ; If not, age at death? 80. Age of father's mother, if living? ; If not, age at death? 65. Age of mother's father, if living? ; If not, age at death? 80. Age of mother's mother, if living? ; If not, age at death? 55 to 60. Brothers—Number living (If none, so state), One; Number dead (If none, so state), None; Living—Age, 18; Health,

Good. Sisters—Number living (If none, so state), Three; Number dead (If none, so state), None. Living—Age, 35, 28, 13; Health, Good, Good, Good.

I certify that each and all of the foregoing statements and answers were read by me and are fully and correctly recorded by the Medical Examiner.

Carl Frederick Stroehmann
Signature in full of person examined.

Dated at Ashland State of Kentucky the 15th day of September 1919.

Witness:
J. M. Salmon M. D.

The beneficiary is changed to the Insured's wife,
Mildred Stroehmann
The right to revoke this designation of beneficiary is reserved to the insured.

(Signature cancelled)
Secretary.

New York, March 12, 1920.

The beneficiary is changed to Northern Central Trust Company, Williamsport, Pa. as trustee, or its successor trustee, under an agreement of trust dated October 27, 1926 made by and between the Insured Carl F. Stroehmann and the said Northern Central Trust Company.

The right to revoke this designation of beneficiary is reserved to the Insured.

(Signature cancelled)
Secretary.

New York, N. Y. December 10, 1926.

It is understood and agreed that The Mutual Life

Insurance Company of New York shall not be responsible for any failure of the said trustee to perform its duties as trustee, nor for the application or disposition of any moneys paid to the said trustee, and payment to the said trustee shall fully discharge The Mutual Life Insurance Company of New York for the amount so paid.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)
Secretary.

New York, N. Y. December 10, 1926.
32-506

The beneficiary is changed to Lycoming Trust Company, Williamsport, Pa., as trustee, or its successor trustee, under an agreement of trust dated February 4, 1927 made by and between the Insured Carl F. Strochmann and the said Lycoming Trust Company.

The right to revoke this designation of beneficiary is reserved to the Insured.

(Signature cancelled)
Secretary.

New York, N. Y. February 24, 1927.

It is understood and agreed that The Mutual Life Insurance Company of New York shall not be responsible for any failure of the said trustee to perform its duties as trustee, nor for the application or disposition of any moneys paid to the said trustee, and payment to the said trustee shall fully dis-

charge The Mutual Life Insurance Company of New York for the amount so paid.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)
Secretary.

New York, N. Y. February 24, 1927.
32-506

Page 4

The Insured has reserved to himself the right to exercise the following privileges accruing under the terms and conditions of this policy, namely: to surrender this policy for its cash value, and to secure loans from the Company on this policy and to assign the same as collateral security for such loans.

The Mutual Life Insurance
Company of New York,
Signed George C. Keefer Secretary.
(Signature cancelled)

New York, N. Y., December 9th, 1919
14-107 Secretary

The clause in this policy entitled "Benefits in the Event of Total and Permanent Disability before Age 60" has been cancelled as of this date and the rider entitled Increasing Disability Benefits has been substituted therefor.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)

New York, N. Y., February 23, 1928
26-517 D. B. Secretary.

Premiums hereafter payable have been changed

to $124.25 annually which amount includes the additional premium, or premiums, stated in the rider, or riders, attached to this policy bearing the same date at this endorsement or a prior date, and remaining in full force.

The Mutual Life Insurance
Company of New York,
(Signature cancelled)
Secretary.

New York, N. Y. Feb 23 1928
26-516

10**G
Life—Dis. and D. I. Gen.
January, 1919.
Annual Dividend
ORDINARY LIFE POLICY
With Total and Permanent Disability Benefits
and
Double Indemnity for Death by Accident
No. 2,677,078
THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK
Insurance on the Life of
Carl F. Stroehmann
Amount, $5000.
Date, December 9th, 1919
Term of Life.
Annual Premium, $124.25 Payable for Life.
1000-6-31

EXHIBIT F

All Questions to Be Answered by the Person to Be Insured

(Whenever the word "insured" is used in this application, it shall be construed as meaning "the person whose life is proposed for insurance.")

This Application is made to The Mutual Life Insurance Company of New York herein called the Company. All the following statements and answers, and all those that the Insured makes to the Company's Medical Examiner, in continuation of this application, are true, and are offered to the Company as an inducement to issue the proposed policy. The Insured expressly waives on behalf of himself or herself and of any person who shall have or claim any interest in any policy issued hereunder, all provisions of law forbidding any physician or other person who has attended or examined, or who may hereafter attend or examine the Insured, from disclosing any knowledge or information which he thereby acquired. The proposed policy shall not take effect unless and until delivered to and received by the Insured, the Beneficiary or by the person who herein agrees to pay the premiums, during the Insured's continuance in good health and unless and until the first premium shall have been paid during the Insured's continuance in good health; except in case a conditional receipt shall have been issued as hereinafter provided.

Name in full of Insured: Given Name, Middle Name (if any) and Surname: Carl F. Stroehmann.

1. Residence of Insured—Street and No., No. Street ; Town, City or Village, Norristown or miles in a Direction from on R. F. D. No. ;

County: Montgomery. State or Province: Pa; Former residences, No. 343 Washington Street, Town, City or Village and State or Province, Williamsport Pa; Period, Yrs., 6. Place of Business of Insured, Norristown Pa; Period, Yrs., 1. Name of firm or employer of Insured, (Self) Stroehmann Bros. Present occupation of Insured, Mfyr. Nature of business of Insured, Bakeries; so engaged 7 yrs. Other occupations of Insured are: (If none, state None) None. Former occupations of Insured: (If none, state None) Nature, None; Place . . . . . Insured was born at Town or City, Wheeling; State or Country, West Va. on the 8 day of Aug 1896; Age of Insured at nearest birthday 34 years. Insured is a Citizen or Subject of (Country) U S A. Send all communications to Ins. at Stroehmann Bros Co. 55 Curran Arcade Norristown Pa.

2. Except as stated below in (7), The Insured does not contemplate either (a) going to a foreign or tropical country, or (b) changing his occupation.

3. Except as stated below in (7), The Insured has not made, nor does he contemplate making aviation flights or aeronautical ascensions.

4. Except as stated below in (7), No negotiations for other insurance on the life of the Insured, nor any application for reinstatement of insurance on the life of the Insured, are now pending or contemplated.

5. Except as stated below in (7), No application for life insurance on the life of the Insured has ever been declined or postponed by any company or association.

6. The following is all the insurance now in force on the Insured's life: (If none, state None) Name

of Company or Association, No. Western; Amount, 80000. No D. B. Mutual Life, 10000; Union Central, 50000 D. B. on 10000. Provident Mutual, 50000 D B on 25000.

7. Details fe Questions 2, 3, 4 and 5 (If none, state None) (No. Health Ins.) 2. None. 3. None. 4. None. 5. None.

8. (a) Amount of insurance applied for $40000, (b) Premiums to be paid .... annually.

9. Plan of insurance (State fully) Ordinary Life. Answer Yes, No—1. Increasing Disability Benefits, Yes. 2. Level Disability Benefits, Yes. 3. Double Indemnity Benefit, Yes. 4. Waiver of Premium Benefit, Yes. Disability income if any payable to (Insert Insured or Beneficiary) Ins.

10. It is agreed that if the Company is unwilling to issue a policy for plan and amount applied for, this application shall be for such plan and amount as may be issued by the Company.

(Written across above paragraph: See Slip)

11. Unless otherwise herein specified policy will be payable to Beneficiary if living, if not living Insured's estate. (a) Name (in full) of Beneficiary. If a corporation give head office and state of incorporation, Northern Central Trust Co. as trustee or its successors trustee under an agreement of trust dated 10/27/1926. (b) P. O. Address, Williamsport Pa. (c) Relationship to the Insured or Insurable Interest ..... If Endowment state payee at maturity as Endowment .....

12. The privilege of changing the Beneficiary from time to time, provided policy has not been assigned is reserved to the Ins (Insert Insured or Beneficiary).

13. The right, without consent of any other per-

son to loan and surrender values and to dividends and options provided in policy, is reserved to the Ins (Insert Insured or Beneficiary).

14. $ . . . . in cash has been paid to the Soliciting Agent and a conditional receipt No. . . . . , signed by the Secretary of the Company, and countersigned by the agent has been issued making the insurance in force from this date, provided this application shall be approved.

It is agreed that in the event of the self-destruction of the Insured during the first year following the date of issue of the policy hereby applied for whether sane or insane the Company's liability shall be limited to the amount of the premiums paid. It is agreed that no Agent or other person except the President, Vice-President, a Second Vice-President, or a Secretary of the Company has power on behalf of the Company to bind the Company by making any promise respecting benefits under any policy issued hereunder or accepting any representations or information not contained in this application, or to make, modify or discharge any contract of insurance, or to extend the time for payment of a premium, or to waive any lapse or forfeiture or any of the Company's rights or requirements.

Signature in full of Insured

Carl F. Stroehmann

Dated at Norristown Pa on June 25 1930

I have known the Insured for 3 years and saw him sign this application.

J C Hughes, M I Baxter & C I Keebler Solicitting Agent.

This application is made at the instance and request of the undersigned, who, it is agreed, will pay all premiums out of his, her or its funds, and who

ratifies the representations, statements, answers and agreements contained in such application and in the statements to Medical Examiner.

.....

Signature in full of person or persons who will pay the premiums

(Foregoing to be executed only when the application is made at the instance and request of some one other than the person to be insured and who will pay the premiums.)

Statements of the Insured to Medical Examiner

These must be recorded in the handwriting of the Medical Examiner, who should satisfy himself that the Insured's statements and answers are full and complete.

15. What is your full name? Carl F. Stroehmann.

16. What illnesses, diseases, injuries and surgical operations have you had since childhood? Name of disease, etc., Appendicitomy; Number of Attacks, 1; Date of each, 1925; Duration 24 Days; Complications, No; Any remaining effects, No; Date of Complete Recovery, 1925.

17. State every physician or practitioner who has prescribed for or treated you, or whom you have consulted in the past five years for any ailment, serious or not serious. Name of physician or practitioner, Dr Geo Drick; Address, Williamsport Pa; When consulted, 1929; Nature of Complaint. Give full details above under Q. 16., Coryza.

18. Have you stated in answer to question 16 all illnesses, diseases, injuries and surgical operations which you have had since childhood? (Ans. Yes or No.) Yes.

19. Have you stated in answer to question 17 every physician and practitioner consulted during

the past five years and dates of consultations: (Ans. Yes or No.) Yes.

20. (a) Are you in good health? Yes. (b) If not, what is the impairment?

21. (a) How much weight have you gained in the past year? 3 Lbs. (b) How much weight have you lost in the past year? No. (c) If any change, state cause, Natural Causes. (d) How long has weight remained constant?

22. (a) What is your date of birth? Aug 8-1896. (b) Is this date or is your age a matter of record, (If so, where?) Wheeling-W. Va.

23. Are you married? Yes.

24. (a) To what extent have you used wine, spirits or malt liquors during the past year? (State amount, kind and how much in any one day at the most.) No. (b) Do you use any of them daily? (If so, state kind and amount.) No. (c) Have you been intoxicated during the past five years? (State how often and how recently.) No. (d) If a total abstainer, how long have you been so? Always. (e) Have you ever taken cure for alcoholic or drug habit? (If so, give date or dates.) No.

25. (a) Is there any impairment of vision in the right eye? No. (b) or in the left eye? No. (c) If so, state the cause and the degree of impairment in each eye.

26. Have you ever raised or spat blood? Yes or No, No.

27. Have you a rupture or hernia? Yes or No, No.

28. Have you any bodily deformity? Yes or No, No.

29. Have you lost any part of arm or leg? Yes or No, No.

30. Have you any impairment of hearing? Yes or No, No.

31. Have you ever been at any asylum, cure, hospital or sanitarium for treatment, observation or diagnosis? Yes or No,

32. Have you been under any restriction of diet or any medical or other treatment or medical observation of any kind, within one year for any purpose? Yes or No, No.

33. Have you ever changed your residence on account of your health? Yes or No, No.

34. Do you contemplate making any change in your residence? (If so, why?) Yes or No, No.

35. Hase any member of your household suffered from tuberculosis within the past two years? (If so, date when last exposed?) Yes or No, No.

36. Has there ever been any suspicion that any of your parents, brothers or sisters ever had tuberculosis, insanity, epilepsy, paralysis or apoplexy? Yes or No, No.

If any of questions 26 to 36 are answered "Yes" give full details. Appendectomy 1925.

37. Family record if living—Father; Age, 64; Condition of health, Good. Mother; Age, 61; Condition of health, Good. How many brothers living? (If none living, so state) 1; Age, 30; Condition of health, Good. How many sisters living? (If none living, so state) 3; Age, 40, 37, 25; Condition of health, Good, Good, Good. If dead—How many brothers dead? (If none dead, so state) 0. How many sisters dead? (If none dead, so state) 0. Age of grandparents—Father's father, Dead, 70+; Father's mother, Dead, 60+; Mother's father, Dead, 80; Mother's mother, Dead, 45.

I certify that each and all of the foregoing state-

ments and answers were read by me and are fully and correctly recorded by the Medical Examiner.

C. F. Stroehmann
Signature in full of the Insured.

Dated at Norristown State or Province of Pa the 26 day of June 1930.

Witness:

W. Stuart Watson M. D.

25-401A

(Printed on right hand margin):

Upon request the policy may be antedated for a period not to exceed six months unless prohibited by law.

Medical Examiner's Report.

38. (a) How long and how intimately have you known the Insured? Never. (b) Give some mark of identification. Burn RT elbow, Appendicitis scar.

39. General appearance? (Healthy or unhealthy.) Healthy.

40. Apparent age? 34 years.

41. Race? (as white, etc.) White.

42. Weight? 167 lbs.

43. Did you weigh Insured on scales? No.

44. Height by measurement? 6 feet ½ inches.

45. Measurement of chest at full inspiration? 37½ inches.

46. Measurement of chest at deep expiration? 34 inches.

47. Measurement of abdomen at level of umbilicus? 29 inches.

48. State the pulse rate? (Count a full minute. If over 90 or under 50 retake.) 84.

49. (a) Is the pulse intermittent? No. (b) Is the pulse Irregular? No. (If answered "yes" give full

details.)

50. If the Insured is ruptured, examine the hernia and state: (a) Location and size? No. (b) Is it easily reducible? √. (c) Is a suitable truss worn? √.

51. Urinary analysis of specimen voided at this examination. (a) Clear or turbid? (If turbid, cause.) Clear. (b) Gravity? (If under 1010 examine another specimen.) 1020. (c) Reaction? Acid. (d) Presence of albumin? No. (e) Presence of sugar? No. (f) Do you know that the Insured passed this urine? Yes.

52. Do careful inquiry and thorough physical examination show any evidence of past or present disease or functional disturbance of: (a) Brain or nervous system? Yes or No, No. (b) Heart? Yes or No, No. (c) Arteries? Yes or No, No. (d) Respiratory organs? Yes or No, No. (e) Kidneys or other urinary apparatus? Yes or No, No. (f) Digestive organs? Yes or No, No. (g) Liver, gall bladder or other abdominal viscera? Yes or No, No. (h) Rheumatic or gouty nature? Yes or No, No. (i) Syphilitic origin? Yes or No, No. (j) Either eye? (If Myopia, is it severe?) Yes or No, No. (k) Septic nature in the nose or mouth? Yes or No, No. (l) Middle ear? (Any discharge?) Yes or No, No. (m) Thyroid, skin or any part of body? Yes or No, No.

53. Was examination of heart and lungs made on other than bare skin? (If so, explain.) Yes or No, No.

54. Was any third person present, contrary to Company's rules, while you were asking the Insured questions? Yes or No, No.

55. Do you know, or suspect that the Insured ever has, or now uses alcoholic beverages to excess,.

or any narcotic? Yes or No, No.

56. After reviewing the answers recorded in the Statements to Medical Examiner and in the Medical Examiner's Report, are you satisfied that every question has been answered fully? Yes or No, Yes.

57. Do you know of anything in connection with the Insured's physical condition, family history or past health record not already recorded, which would affect his (her) insurability? (If so, give details under "Remarks") No.

Remarks: Blood Pressure (Ausculatory Method) Systolic, 122; Diastolic, 86; Pulse Pressure, 36. (Note: Take systolic at first constant sound. Take diastolic just before sound disappears. If systolic pressure is over 155 or diastolic over 100, retake blood pressure on another day and report findings. Before taking blood pressure, Examiner should be sure that applicant is seated, relaxed and at ease.)

(Stamped):
Acceptable for 100,000
Med'l Dept. No. 3

I certify that I have made this examination of Carl F. Stroehmann at Norristown on this 26 day of June 1930 at 3 P. M. and that the foregoing questions have been put, and the answers of the Insured recorded as stated.

W Stuart Watson M. D.
Medical Examiner.

Important notice to Medical Examiner

This Report is the property of the Company and must be delivered or mailed promptly by the Examiner to the Agency manager As Indicated Below. It must not be withdrawn or destroyed by anyone Before sending the Report to the Manager the Ex-

aminer must review it with care and see that every question is fully answered.

For Medical Dept.
by
For Inspector of Risks
Without Special Benefits
With Special Benefits
D. I. G. and Increasing D. B. (name illegible)
6/28/30
D. I. G. and D. B.
D. I. G. and W. of P.
D. I. G. only
Increasing D. B. only
D. B. only
W. of P. only

EXHIBIT G

Page 1

Policy No. 4,361,192
Amount, $40000.
Age 34

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

(First Policy issued February 1st, 1843)

Will Pay

to the Northern Central Trust Company, Williamsport, Pennsylvania as trustee or its successor trustee under trust agreement dated October 27, 1926 between the Insured, Carl F. Stroehmann and said Trust Company as trustee. See trustee clause on page four hereof, the Beneficiary,

Forty Thousand ..... Dollars.

(Face Amount of this Policy)

upon receipt of due proof of the death of Carl F. Strochmann, the Insured, or

Eighty Thousand ..... Dollars,

(Double the Face Amount of this Policy)

upon receipt of due proof that such death resulted from bodily injury, effected solely through external, violent, and accidental means, and occurred within ninety days after such injury, all upon the conditions set forth in Section 1,

And

if the Insured is totally and presumably permanently disabled before age 60,

Will Pay

to the Insured Four Hundred Dollars monthly during such disability, increasing after five and ten years continuous disability, besides waiving premium payments, all upon the conditions set forth in Section 3.

This Policy also provides for

Optional Modes of Settlement (Section 2), Annual Dividends (Section 4),

Application of Dividends to make Policy fully paid or mature as an Endowment (Section 5),

Privilege of Change to other Forms of Policy (Section 6),

Loans (Section 7), Cash Value (Section 8),

Options on Lapse—Continued Term Insurance, Paid-up Insurance, or Cash Value (Section 9),

Grace in Payment of Premiums (Section 12),

Privilege of Reinstatement (Section 13).

This Policy is issued in consideration of the application and of the payment of the first premium of Thirteen hundred seventy Dollars, receipt of which is hereby acknowledged, and of the payment to the Company of Thirteen hundred seventy Dol-

lars (of which Forty Dollars is the premium for the Double Indemnity Benefit and Two hundred thirty-eight & 80/100 Dollars the premium for Disability Benefits) on each Thirtieth day of June hereafter until the death of the Insured.

The succeeding pages 2, 3, and 4 of this Policy are a part of this contract.

In Witness Whereof, the Company has caused this Policy to be executed this Thirtieth day of June 1930.

(Signed) David F. Houston
David F. Houston. President.
(Above signature cancelled)

(Signed) William L. Simrell
William L. Simrell Secretary.
(Above signature cancelled)

Countersigned Cancelled. Registrar.

Amount of Insurance Payable at Death. Double Indemnity for Death by Accident. Total and Permanent Disability Benefits Providing for Increasing Monthly Income and Waiver of Premium. Annual Dividends. Premiums Payable for Life, Unless Dividends Applied to Shorten Period.

(Printed on left hand margin):

Death Benefit

Double Indemnity

Disability Benefits
(a) Income and (b) Waiver of Premium

General Provisions

Premiums

25-2
Ordinary Life Inc. Dis. and D. I.

Page 2

Section 1. Double Indemnity.

The Double Indemnity will be payable upon receipt of due proof that the Insured died as a direct result of bodily injury effected solely through external, violent, and accidental means, independently and exclusively of all other causes, and of which, except in the case of drowning or asphyxiation, there is evidence by a visible contusion or wound on the exterior of the body, and that such death occurred within ninety days after the date of such injury; provided that the Double Indemnity shall not be payable if death resulted from self-destruction, whether sane or insane, or from military or naval service in time of war, or from any act incident to war, or from engaging in riot or insurrection, or from committing an assault or felony, or from participation in aeronautics, or directly or indirectly from disease or bodily or mental infirmity.

The Company shall have the right and opportunity to examine the body and to make an autopsy unless prohibited by law.

If requested in writing by the Insured, the Company will terminate the provision for Double Indemnity by endorsement on this Policy. If so terminated, the premiums payable thereafter shall be reduced by the premium for such benefit.

Section 2. Optional Modes of Settlement.

The proceeds of this Policy, upon maturity as a death claim or upon surrender, as the case may be, may, if so elected, be settled by one of the following optional Modes of Settlement instead of being paid in one sum:—

Option 1.—By the Company's holding the proceeds as a principal sum payable at the death of the

payee, the Company meanwhile paying monthly interest (with a final interest payment to the date of such death) at three per cent a year plus participation in excess interest at such rate as the Company may determine for each year;

Option 2.—By payment of equal monthly instalments for the number of years elected, in accordance with the table on page 4. Instalments will be increased by participation in excess interest over three per cent a year at such rate as the Company may determine for each year;

Option 3.—By payment of equal monthly instalments for five, ten, or twenty years certain, as elected, and for the remaining lifetime of the payee, in accordance with the table on page 4. Instalments for the period certain will be increased by participation in excess interest over three per cent a year at such rate as the Company may determine for each year;

Option 4.—By payment of equal monthly instalments of the amount specified in the election as long as the proceeds, together with interest thereon as provided for in Option 1, shall suffice, with a final payment of any balance less than one such instalment.

Under Option 1 the first interest payment will be due at the end of one month from the date when the proceeds become payable. Under Options 2, 3, and 4 the first instalment will be due when the proceeds become payable.

Note.—If requested in the election, payment of interest under Option 1 or of instalments under Option 2, 3, or 4 will be made quarterly, semi-annually, or annually instead of monthly. The first payment of interest under Option 1 will be due at the end

of three months, six months, or one year according as interest payments are quarterly, semi-annual, or annual. The first instalment under Option 2, 3, or 4 will in all cases be due when the proceeds become payable.

Method of Election.—An optional Mode of Settlement can be elected, or a previous election revoked or changed, only by written notice to the Company accompanied by the Policy for endorsement.

Note.—When a payee becomes entitled to a single sum, he may elect one of these options.

General Provisions.—Joint or contingent payees may be named under the above options within such limitations as may be prescribed by the Company, except that under Option 3 there cannot be joint payees and the instalments to contingent payees will not be payable beyond the period certain.

These optional Modes of Settlement are not available if a corporation, association, partnership, or estate is the payee, nor if the guaranteed interest payments or instalments will, irrespective of dividends or indebtedness, be less than $10 each.

If any of the above options has been elected, a supplementary contract bearing the date on which the proceeds of the Policy become payable and providing for the settlement elected will be issued.

Surrender or Transfer of Supplementary Contract.—Unless otherwise specified in the election, neither the supplementary contract nor any of the benefits accruing thereunder shall be transferable or subject to surrender, commutation, or encumbrance, except that at the death of the last surviving payee the then surrender value as defined below shall be payable to the executors or administrators of such payee.

The surrender value of the supplementary contract shall be as follows:

Option 1.—The principal sum with any accrued interest;

Options 2 and 3.—The commuted value, computed at three per cent interest compounded annually, of future instalments certain. Under Option 3 no such surrender may be made during the lifetime of the original payee;

Option 4.—Such part of the proceeds of the Policy and interest thereon as shall not have been paid in instalments.

Section 3.—Benefits in Event of Total and Permanent Disability before Age 60.

Total Disability.—Disability shall be considered total when there is any impairment of mind or body which continuously renders it impossible for the Insured to follow a gainful occupation.

Permanent Disability.—Total disability shall, during its continuance, be presumed to be permanent;

(a) If such disability is the result of conditions which render it reasonably certain that such disability will continue during the remaining lifetime of the Insured; or,

(b) If such disability has existed continuously for ninety days.

When Benefits become Effective.—If, before attaining the age of sixty years and while no premium on this Policy is in default, the Insured shall furnish to the Company due proof that he is totally and permanently disabled, as defined above, the Company will grant the following benefits during the remaining lifetime of the Insured so long as such disability continues.

Benefits. (a) Increasing Income.—The Company will pay a monthly income to the Insured of the amount stated on the first page hereof ($10 per $1,000 face amount of Policy), beginning upon receipt of due proof of such disability and increasing after sixty consecutive monthly payments have been made to one and one-half times such amount and after sixty further consecutive monthly payments have been made to twice such amount at which it shall remain while total and permanent disability continues.

(b) Waiver of Premium.—The Company will also, after receipt of such due proof, waive payment of each premium as it thereafter becomes due during such disability.

Specified Disabilities.—The entire and irrecoverable loss of the sight of both eyes, or of the use of both hands or both feet or one hand and one foot, will be considered total and permanent disability.

General Provisions.—The Company may, before making any income payment or waiving any premium, require due proof of the continuance of total and permanent disability, but such proof shall not be required oftener than once a year after such disability has continued for two years. If such proof is not furnished on demand or if it shall appear to the Company that the Insured is no longer totally and permanently disabled, no further income payments will be made or premiums waived.

Neither the dividends nor the amount payable in any settlement hereof shall be decreased because of Disability Benefits granted.

If the Insured shall at any time so recover that the payment of Disability Benefits terminates and later shall furnish due proof that he has again be-

come totally and permanently disabled, Disability Benefits shall be the same in amount and subject to the same conditions as if no prior disability had existed.

If the disability of the Insured shall be the result of insanity, income payments shall be payable to the beneficiary, if any, instead of to the Insured.

Any disability income payment which may become payable and which is unpaid at the death of the Insured shall be paid to the beneficiary.

Disability Benefits shall not be granted if disability is the result of self-inflicted injury.

The provision for Disability Benefits shall automatically terminate if the Insured shall at any time, voluntarily or involuntarily, engage in military or naval service in time of war outside of the continental limits of the United States of America and the Dominion of Canada.

If requested in writing by the Insured, the Company will terminate the provision for Disability Benefits by endorsement on this Policy.

If the Insured attains the age of sixty years or if the provision for Disability Benefits terminates, the premiums payable after such age or such termination shall be reduced by the premium for such benefits.

Section 4. Annual Dividends.

The share of the divisible surplus accruing on this Policy shall be allotted as a dividend annually on each anniversary of its date, the first such dividend being payable only if any premium due on the first anniversary be duly paid.

At the option of the Insured, each such dividend shall be either:—

1. Used to purchase a paid-up participating ad-

dition to the sum insured (without Double Indemnity or Disability Benefits), herein called dividend addition, which shall be automatically added on the date of allotment and will continue in force unless and until one of the other options be duly elected; or,

2. Paid to the Insured in cash; or,

3. Used toward payment of any premium if the remainder of the premium is duly paid; or,

4. Deposited with the Company at interest within ninety days from date of allotment (called dividend deposit.) Interest will be credited at such rate as may be determined by the Company, but never less than three per cent a year, and will be added to existing dividend deposits annually. Dividend deposits existing at the death of the Insured shall be then payable to the beneficiary.

The Insured may at any time, provided there is no premium more than three months in default, surrender any dividend additions for the full reserve thereon or withdraw any accumulated dividend deposits.

Post Mortem Dividends.—Upon the death of the Insured a cash dividend will be credited to this Policy for the fraction of the policy year elapsed before such death.

Section 5. Dividend Additions or Deposits may be applied to make the Policy either:—

(a) Fully Paid.—If at any time either the reserve for any dividend additions, or any accumulated dividend deposits, or both together, shall equal or exceed the present value (on the basis of the American Experience Table of Mortality assuming three per cent interest) of the future net premiums under this Policy, the Company will, upon the writ-

ten request of the Insured, apply a sufficient amount of such reserve and such deposits to change this Policy to a paid-up participating policy for the same face amount and providing for the same benefits, including Double Indemnity and Disability Benefits, if any, as this Policy.

Any dividend additions or dividend deposits in excess of those applied to pay such present value shall continue in force.

or (b) Mature as an Endowment.—If at any time the reserve for the face amount of this Policy and for any dividend additions, together with any accumulated dividend deposits, shall equal or exceed the face amount of this Policy, the Company will, upon the legal surrender of the Policy, pay such face amount plus such excess, if any.

Section 6. Privilege of Change to other Forms of Policy.

Provided this Policy is in full force and no premium is in default and provided the Insured is not, and at no time has been, totally and permanently disabled within the meaning of Section 3 of this Policy and has not attained the age of fifty-five years, this Policy may be exchanged, without medical examination, for a premium paying policy, issued by the Company at the date of this Policy, on either the Limited Payment Life or the Endowment Insurance plan, of the same date, face amount, and age of the Insured, and containing the same Double Indemnity and Disability Benefits as this Policy. The new policy will be at the rate of premium in force for such a policy at the date of this Policy.

To make such exchange this Policy must be surrendered for rewriting and there must be paid to

the Company the differences in premiums (or, if greater, the differences in premiums exclusive of the premiums for the Double Indemnity and Disability Benefits) with interest from their respective due dates at the rate of six per cent a year compounded annually. Allowance will be made for any larger dividends on the new plan.

Section 7. Loans.

If three full years' premiums have been paid (or if the balance is paid at the time of loan) and no premiums are in arrears beyond the days of grace, the Company will, upon receipt of the Policy and a loan agreement satisfactory to the Company and on the sole security of this Policy, loan an amount which with interest shall be within the limit of the cash value of this Policy.

Any existing indebtedness to the Company on the Policy shall be paid out of such loan.

Interest on the loan shall be at the rate of six per cent a year payable on the due date of the loan and on each anniversary of the date of the Policy thereafter. If this interest is not paid when due it shall be added to the existing loan and bear interest at the same rate. Failure to repay the loan or pay interest shall not avoid the Policy unless the total indebtedness,

including accrued interest, shall equal or exceed the cash value of the Policy, in which case the Policy shall become void thirty-one days after notice shall have been mailed to the Insured and assignee of record at the Home Office of the Company, if any, at their last known addresses.

The loan, with accrued interest, or any part thereof not less than $10, may, at the option of the In

sured, be repaid at any time prior to the date when due.

In case disability income is being paid by the Company under the provisions of Section 3, the Company shall automatically apply such part of said income toward the interest payments as may be necessary to prevent the Policy becoming void under the provisions of this section.

Section 8. Cash Value.

At any time after at least three full years' premiums have been duly paid but not later than three months after default in payment of premium, this Policy may be surrendered for its net cash value. Such net cash value shall be the cash value as defined below less any indebtedness to the Company hereon.

(a) If all past due premiums have been paid, (1) the cash value on any anniversary of the date of the Policy or any premium due date other than an anniversary shall be the reserve at such time for the face amount of this Policy and for any dividend additions hereto increased by any accumulated dividend deposits and less a surrender charge of not more than one and one-half per cent of the face amount of this Policy, or (2) the cash value on a prior date shall be the cash value mentioned in (1) less interest thereon at the rate of six per cent a year.

After the Policy has been ten years in force there shall be no surrender charge.

(b) During three months after the due date of any premium in default the cash value shall be the same as at such due date except as decreased by the surrender of dividend additions or withdrawal of dividend deposits.

After any premium has been in default more than three months from its due date, this Policy shall have no cash value.

Section 9. Options on Lapse.

(a) Continued Term Insurance.—If any premium remain unpaid at the end of the days of grace, and if at least three full years' premiums have been paid, this Policy will, without action on the part of the Insured, continue, as from the due date of such premium in default, as paid-up non-participating term insurance, without Double Indemnity or Disability Benefits.

The amount of such term insurance shall be the face amount of this Policy increased by any dividend additions and by any dividend deposits and decreased by any indebtedness to the Company on this Policy. The term shall be such as the net cash value at such premium due date provided for in Section 8 (adjusted for any later loans, surrender of dividend additions, or withdrawal of dividend deposits) applied as a net single premium will purchase.

Within three months after the due date of such premium in default either of the following options may be exercised instead of having the Policy continue as such term insurance.

(b) Cash Value.—The Policy may be surrendered for the net cash value provided for in Section 8; or,

(c) Paid-up Insurance.—The Policy may be surrendered for paid-up non-participating life insurance, without Double Indemnity or Disability Benefits, payable at the same time and upon the same conditions as this Policy, the amount of such paid-up insurance being such as the net cash value applied as a net single premium will purchase.

Section 10. Table of Cash and Loan Values and Options on Lapse.

These values are computed in accordance with the provisions of Sections 7, 8, and 9 and are on the assumptions that all premiums to end of years indicated have been paid and that there are no dividends or indebtedness.

Any dividend additions or dividend deposits will increase such values and any indebtedness to the Company on this Policy will decrease such values as provided in the above mentioned sections.

Values for intermediate periods for which premiums have been paid will be calculated as provided in Sections 7, 8 and 9.

	For Each $1,000 Face Amount		For Face Amount Paid-up Non-Participating Continued Term Insurance for	
At End of Policy Year	Cash Value (Also Loan Value as Explained in Section 7)	Paid-up Non-Participating Life Insurance	Years	Days
3	$ 30.53	$ 70.18	3	180
4	41.30	93.24	4	249
5	55.46	122.95	6	79
6	69.67	151.65	7	245
7	86.76	185.39	9	112
8	104.25	218.65	10	285
9	122.13	251.38	12	26
10	140.40	283.58	13	64
11	156.56	310.27	13	331
12	173.10	336.57	14	185
13	190.00	362.44	14	364
14	207.26	387.86	15	139
15	224.86	412.81	15	246

At End of Policy Year	For Each $1,000 Face Amount: Cash Value (Also Loan Value as Explained in Section 7)	For Each $1,000 Face Amount: Paid-up Non-Participating Life Insurance	For Face Amount Paid-up Non-Participating Continued Term Insurance for: Years	Days
16	242.76	437.24	15	324
17	260.93	461.10	16	11
18	279.35	484.38	16	39
19	298.00	507.09	16	47
20	316.86	529.21	16	33
21	335.89	550.71	16	12
22	355.06	571.59	15	337
23	374.35	591.85	15	286
24	393.72	611.47	15	226
25	413.15	630.48	15	156
30	509.82	715.96	14	79

Ordinary Life. Age 34.

Note.—If premiums are paid to the end of a policy year, the loan value stated in the above table for the end of such year will, less interest, be available during such year as provided in Section 7.

Section 11. Reserves and Net Single Premiums.

The reserve held for the face amount of this Policy and for any dividend additions, and the reserves and net single premiums mentioned in this Policy shall be computed in accordance with the American Experience Table of Mortality assuming interest at the rate of three per cent a year, the net single premiums being those at the attained age of the Insured.

Section 12. Premiums.

All premiums are payable on or before their due

date either at the Home Office of the Company or to any agent of the Company, but only on delivery of a receipt signed by the Treasurer of the Company and countersigned by the person receiving the premium.

A grace of thirty-one days shall be granted for the payment of each premium after the first, during which days of grace the insurance shall continue in force.

If this Policy shall become payable by the death of the Insured, any unpaid premium or premiums necessary to complete premium payments for the policy year in which such death occurs (including the overdue premium, if death occurs within the days of grace) shall be deducted from the amount payable.

If any premium be not paid before the end of the days of grace, then this policy shall immediately cease and become void, and all premiums previously paid shall be forfeited to the Company except as provided in this Policy.

Section 13. Reinstatement.

This Policy, unless it shall have been surrendered for cash, may be reinstated at any time within five years after default in payment of premium upon evidence of the Insured's then insurability satisfactory to the Company and the payment of all overdue premiums with compound interest at the rate of five per cent a year and upon the payment or reinstatement of any indebtedness to the Company on this Policy together with payment of interest in accordance with the loan provisions of this Policy.

Section 14. Miscellaneous Provisions.

Residence and Travel.—This Policy is free from

restrictions as to residence and travel.

Occupation.—This Policy is free from restrictions as to occupation except the restrictions as to military or naval service applying (a) to the Double Indemnity Benefit as provided in Section 1, and (b) to Disability Benefits as provided in Section 3.

Suicide.—In the event of the self-destruction of the Insured, whether sane or insane, within one year after the date of issue of this Policy, the amount payable shall be limited to an amount equal to the premiums paid hereon.

Incontestability.—Except for non-payment of premiums and except for the restrictions and provisions applying to the Double Indemnity and Disability Benefits as provided in Sections 1 and 3 respectively, this Policy shall be incontestable after one year from its date of issue unless the Insured dies in such year, in which event it shall be incontestable after two years from its date of issue.

Misstatement of Age.—If the age of the Insured shall have been misstated, the amount payable by the Company shall be such as the premium paid would have purchased at the correct age.

Change of Beneficiary.—Unless otherwise provided by endorsement on this Policy or unless there be an existing assignment of this Policy other than to the Company, the Insured may, from time to time, while the Policy is in force, change the beneficiary by filing written notice at the Home Office of the Company accompanied by the Policy for endorsement. Such change shall take effect upon endorsement of the Policy by the Company.

The interest of any beneficiary who dies before the Insured shall vest in the Insured unless otherwise provided in this Policy.

Rights of the Insured.—Except as may otherwise be specifically provided by endorsement, the Insured may, during his lifetime, without the consent and to the exclusion of the beneficiary, exercise every option, enjoy every privilege, and receive every benefit conferred by this Policy, whether else where specifically reserved to the Insured or not.

Policy Settlement.—All sums payable by the Company under this Policy shall be payable at the Home Office of the Company in the City of New York.

In any settlement of this Policy at its maturity as a death claim or on surrender, any indebtedness to the Company on this Policy shall be deducted and surrender of the Policy to the Company will be required.

The Contract.—This Policy and the application, copy of which is attached, constitute the entire contract.

All statements made by the Insured shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall avoid or be used in defence to a claim under this Policy unless contained in the written application and a copy of the application is attached to the Policy when issued.

Assignment.—The Company shall not be charged with notice of any assignment of any interest in this contract until the original assignment or a certified copy thereof has been filed with the Company at its Home Office.

The Company assumes no responsibility as to the validity or effect of any assignment.

All assignments shall be subject to any indebtedness to the Company on account of or secured by this Policy.

Notice.—No agent or other person except the

President, Vice President, a Second Vice-President, or a Secretary of the Company has power on behalf of the Company to bind the Company by making any promises respecting benefits, or accepting any representations or information not contained in the written application for this Policy, or to make or modify this contract, or to extend the time for payment of a premium, or to waive any lapse or forfeiture or any of the Company's rights or requirements.

'Questions to be answered by the person to be insured:

(Whenever the word "insured" is used in this application, it shall be construed as meaning "the person whose life is proposed for insurance.")

This Application is made to The Mutual Life Insurance Company of New York herein called the Company. All the following statements and answers, and all those that the Insured makes to the Company's Medical Examiner, in continuation of this application, are true, and are offered to the Company as an inducement to issue the proposed policy. The Insured expressly waives on behalf of himself or herself and of any person who shall have or claim any interest in any policy issued hereunder, all provisions of law forbidding any physician or other person who has attended or examined, or who may hereafter attend or examine the Insured, from disclosing any knowledge or information which he thereby acquired. The proposed policy shall not take effect unless and until delivered to and received by the Insured, the Beneficiary or by the person who herein agrees to pay the premiums, during the Insured's continuance in good health and

unless and until the first premium shall have been paid during the Insured's continuance in good health; except in case a conditional receipt shall have been issued as hereinafter provided.

Jun 13136

Name in full of Insured: Given Name, Middle Name (if any) and Surname: Carl F. Stroehmann.

1. Residence of Insured—Street and No., No. Street ; Town, City or Village, Norristown or miles in a Direction from on R. F. D. No. ; County, State or Province, Montgomery Pa; Former residences, No. 343 Washington Street; Town City or Village and State or Province, Williamsport Pa; Period, Yrs., 6. Place of Business of Insured, Norristown Pa; Period, Yrs., 1. Name of firm or employer of Insured, (Self) Stroehmann Bros. Present occupation of Insured, Mfyr. Nature of business of Insured, Bakeries; so engaged 7 yrs. Other occupations of Insured are: (If none, state None) None. Former occupations of Insured: (If none, state None) Nature, None; Place . Insured was born at Town or City, Wheeling; State or Country, West Va. on the 8 day of Aug 1896; Age of Insured at nearest birthday 34 years. Insured is a Citizen or Subject of (Country) U S A. Send all communications to Ins. at Stroehmann Bros Co. 55 Curran Arcade Norristown Pa.

2. Except as stated below in (7), The Insured does not contemplate either (a) going to a foreign or tropical country, or (b) changing his occupation.

3. Except as stated below in (7), The Insured has not made, nor does he contemplate making aviation flights or aeronautical ascensions.

4. Except as stated below in (7), No negotiations

for other insurance on the life of the Insured, nor any application for reinstatement of insurance on the life of the Insured, are now pending or contemplated.

5. Except as stated below in (7), No application for life insurance on the life of the Insured has ever been declined or postponed by any company or association.

6. The following is all the insurance now in force on the Insured's life: (If none, state None) Name of Company or Association, No. Western; Amount, 8000. No D. B. Mutual Life, 10000; Union Central, 50000 D. B. on 10000. Provident Mutual, 50000 D B on 25000.

7. Details re Questions 2, 3, 4 and 5 (If none, state None) (No. Health Ins.) 2. None. 3. None. 4. None. 5. None.

8. (a) Amount of insurance applied for $40000. (b) Premiums to be paid annually.

9. Plan of insurance (State fully) Ordinary Life. Answer Yes, No—1. Increasing Disability Benefits, Yes. 2. Level Disability Benefits, Yes. 3. Double Indemnity Benefit, Yes. 4. Waiver of Premium Benefit, Yes. Disability income if any payable to (Insert Insured or Beneficiary) Ins.

10. It is agreed that if the Company is unwilling to issue a policy for plan and amount applied for, this application shall be for such plan and amount as may be issued by the Company.

(Written across above paragraph: See Slip)

11. Unless otherwise herein specified policy will be payable to Beneficiary if living, if not living Insured's estate. (a) Name (in full) of Beneficiary. If a corporation give head office and state of incorporation, Northern Central Trust Co. as trustee or

its successors trustee under an agreement or trust dated 10/27/1926. (b) P. O. Address, Williamsport Pa. (c) Relationship to the Insured or Insurable Interest . . . . . If Endowment state payee at maturity as Endowment . . . . . .

12. The privilege of changing the Beneficiary from time to time, provided policy has not been assigned is reserved to the Ins (Insert Insured or Beneficiary).

13. The right, without consent of any other person to loan and surrender values and to dividends and options provided in policy, is reserved to the Ins (Insert Insured or Beneficiary).

14. $ . . . in cash has been paid to the Soliciting Agent and a conditional receipt No. , signed by the Secretary of the Company, and countersigned by the agent has been issued making the insurance in force from this date, provided this application shall be approved.

It is agreed that in the event of the self-destruction of the Insured during the first year following the date of issue of the policy hereby applied for whether sane or insane the Company's liability shall be limited to the amount of the premiums paid. It is agreed that no Agent or other person except the President, Vice-President, a Second Vice-President, or a Secretary of the Company has power on behalf of the Company to bind the Company by making any promise respecting benefits under any policy issued hereunder or accepting any representations or information not contained in this application, or to make, modify or discharge any contract of insurance, or to extend the time for payment of a premium, or to waive any lapse or forfeiture or any of

the Company's rights or requirements.

Signature in full of Insured
Carl F. Stroehmann

Dated at Norristown Pa on June 25 1930

I have known the Insured for 3 years and saw him sign this application.

J C Hughes, M I Baxter & C I Keebler Soliciting Agent.

This application is made at the instance and request of the undersigned, who, it is agreed, will pay all premiums out of his, her or its funds, and who ratifies the representations, statements, answers and agreements contained in such application and in the statements to Medical Examiner.

.....

Signature in full of person or persons who will pay the premiums.

(Foregoing to be executed only when the application is made at the instance and request of some one other than the person to be insured and who will pay the premiums.)

Statements of the Insured to Medical Examiner

These must be recorded in the handwriting of the Medical Examiner, who should satisfy himself that the Insured's statements and answers are full and complete.

15. What is your full name? Carl F. Strochmann.

16. What illnesses, diseases, injuries and surgical operations have you had since childhood? Name of disease, etc., Appendicitomy; Number of Attacks, 1; Date of each, 1925; Duration, 24 days; Complications, No; Any remaining effects, No; Date of Complete Recovery, 1925.

17. State every physician or practitioner who has prescribed for or treated you, or whom you have consulted in the past five years for any ailment, serious or not serious. Name of physician or practitioner, Dr Geo Drick; Address, Williamsport Pa; When consulted, 1929; Nature of Complaint. Give full details above under Q. 16., Coryza.

18. Have you stated in answer to question 16 all illnesses, diseases, injuries and surgical operations which you have had since childhood? (Ans. Yes or No.) Yes.

19. Have you stated in answer to question 17 every physician and practitioner consulted during the past five years and dates of consultations. (Ans. Yes or No.) Yes.

20. (a) Are you in good health? Yes (b) If not, what is the impairment?

21. (a) How much weight have you gained in the past year? 3 Lbs. (b) How much weight have you lost in the past year? No. (c) if any change, state cause, Natural Causes. (d) How long has weight remained constant?

22. (a) What is your date of birth? Aug 8-1896. (b) Is this date or is your age a matter of record, (If so, where?) Wheeling-W. Va.

23. Are you married? Yes.

24. (a) To what extent have you used wine, spirits or malt liquors during the past year? (State amount, kind and how much in any one day at the most.) No. (b) Do you use any of them daily? (If so, state kind and amount.) No. (c) Have you been intoxicated during the past five years? (State how often and how recently.) No. (d) If a total abstainer, how long have you been so? Always. (e) Have you ever taken cure for alcoholic or drug

habit? (If so, give date or dates.) No.

25. (a) Is there any impairment of vision in the right eye? No. (b) or in the left eye? No. (c) If so, state the cause and the degree of impairment in each eye.

26. Have you ever raised or spat blood? Yes or No, No.

27. Have you a rupture of hernia? Yes or No, No.

28. Have you any bodily deformity? Yes or No, No.

29. Have you lost any part of arm or leg? Yes or No, No.

30. Have you any impairment of hearing? Yes or No, No.

31. Have you ever been at any asylum, cure, hospital or sanitarium for treatment, observation or diagnosis? Yes or No,

32. Have you been under any restriction of diet or any medical or other treatment or medical observation of any kind, within one year for any purpose? Yes or No, No.

33. Have you ever changed your residence on account of your health? Yes or No, No.

34. Do you contemplate making any change in your residence? (If so, why?) Yes or No, No.

35. Has any member of your household suffered from tuberculosis within the past two years? (If so, date when last exposed?) Yes or No, No.

36. Has there ever been any suspicion that any of your parents, brothers or sisters ever had tuberculosis, insanity, epilepsy, paralysis or apoplexy? Yes or No, No.

If any of questions 26 to 28 are answered "Yes" give full details. Appendectomy 1925.

37. Family record if living—Father; Age, 64; Condition of health, Good. Mother; Age, 61; Condition of health, Good. How many brothers living? (If none living, so state) 1; Age, 30; Condition of health, Good. How many sisters living? (If none living, so state) 3; Age, 40, 37, 25; Condition of health, Good, Good, Good. If dead—How many brothers dead? (If none dead, so state.) 0. How many sisters dead? (If none dead, so state) 0. Age of grandparents—Father's father, Dead, 70+; Father's mother, Dead, 60+; Mother's father, Dead, 80; Mother's mother, Dead, 45.

I certify that each and all of the foregoing statements and answers were read by me and are fully and correctly recorded by the Medical Examiner.

C. F. Stroehmann
Signature in full of the Insured.

Dated at Norristown State or Province of Pa the 26 day of June 1930.
Witness:
W. Stuart Watson M. D.
25-401A

(Printed on right hand margin):
Upon request the policy may be antedated for a period not to exceed six months unless prohibited by law.

Page 4
Monthly and Annual Instalments for Each $1,000 of Proceeds of Policy under Optional Modes of Settlement 2 and 3

The semi-annual and quarterly instalments are 50.37% and 25.28% respectively of the annual instalment.

Option 2

Number of Years' Instalments	Each Monthly Instalment	Each Annual Instalment
2	$42.86	$507.39
3	28.99	343.23
4	22.06	261.19
5	17.91	212.00
6	15.14	179.22
7	13.16	155.83
8	11.68	138.31
9	10.53	124.69
10	9.61	113.82
11	8.86	104.93
12	8.24	97.54
13	7.71	91.29
14	7.26	85.95
15	6.87	81.33
16	6.53	77.29
17	6.23	73.74
18	5.96	70.59
19	5.73	67.78
20	5.51	65.26
21	5.32	62.98
22	5.15	60.92
23	4.99	59.04
24	4.84	57.33
25	4.71	55.76
26	4.59	54.31
27	4.47	52.98
28	4.37	51.74
29	4.27	50.60
30	4.18	49.53

Option 3

Age of Payee When Proceeds Payable	5 Years Certain		10 Years Certain		20 Years Certain	
	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Annual Instalment
10 and	$3.81	$44.85	$3.75	$44.21	$3.58	$42.20
11 under	3.83	45.07	3.77	44.41	3.59	42.36
12	3.85	45.30	3.79	44.62	3.61	42.54
13	3.87	45.54	3.81	44.84	3.62	42.71
14	3.89	45.78	3.83	45.07	3.64	42.90
15	3.91	46.03	3.85	45.29	3.65	43.08
16	3.94	46.27	3.87	45.53	3.67	43.27
17	3.96	46.52	3.89	45.76	3.69	43.47
18	3.98	46.77	3.91	45.99	3.70	43.66
19	4.00	47.02	3.93	46.23	3.72	43.87
20	4.02	47.28	3.95	46.48	3.74	44.07
21	4.05	47.55	3.97	46.74	3.76	44.29
22	4.07	47.84	4.00	47.01	3.78	44.52
23	4.10	48.14	4.02	47.29	3.80	44.75
24	4.12	48.45	4.05	47.59	3.82	45.00
25	4.15	48.77	4.07	47.90	3.84	45.25
26	4.18	49.12	4.10	48.22	3.86	45.51
27	4.21	49.47	4.13	48.56	3.89	45.79
28	4.25	49.85	4.16	48.91	3.91	46.07
29	4.28	50.24	4.19	49.28	3.94	46.37
30	4.32	50.65	4.23	49.66	3.96	46.67
31	4.35	51.08	4.26	50.07	3.99	46.99

Age of Payee When Proceeds Payable	5 Years Certain		10 Years Certain		20 Years Certain	
	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Annual Instalment
32	4.39	51.53	4.30	50.49	4.02	47.32
33	4.43	52.01	4.33	50.93	4.05	47.66
34	4.48	52.50	4.37	51.39	4.08	48.01
35	4.52	53.02	4.42	51.87	4.11	48.38
36	4.57	53.56	4.46	52.38	4.14	48.75
37	4.62	54.13	4.51	52.90	4.17	49.14
38	4.67	54.73	4.55	53.45	4.21	49.54
39	4.73	55.36	4.60	54.03	4.24	49.96
40	4.78	56.02	4.65	54.63	4.28	50.38
41	4.84	56.71	4.71	55.26	4.32	50.82
42	4.91	57.43	4.77	55.91	4.35	51.27
43	4.97	58.19	4.83	56.60	4.39	51.73
44	5.04	58.99	4.89	57.31	4.43	52.20
45	5.12	59.83	4.95	58.06	4.48	52.69
46	5.19	60.71	5.02	58.84	4.52	53.18
47	5.27	61.64	5.09	59.66	4.56	53.68
48	5.36	62.61	5.17	60.51	4.60	54.20
49	5.45	63.63	5.24	61.40	4.65	54.71
50	5.54	64.70	5.32	62.33	4.69	55.24
51	5.64	65.83	5.41	63.30	4.74	55.77
52	5.74	67.02	5.49	64.30	4.78	56.30
53	5.85	68.26	5.58	65.35	4.83	56.84
54	5.97	69.57	5.68	66.44	4.87	57.37

Age of Payee When Proceeds Payable	5 Years Certain		10 Years Certain		20 Years Certain	
	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Annual Instalment
55	6.09	70.95	5.78	67.57	4.92	57.90
56	6.22	72.40	5.88	68.75	4.96	58.43
57	6.35	73.93	5.98	69.98	5.00	58.95
58	6.49	75.53	6.09	71.24	5.05	59.46
59	6.64	77.22	6.21	72.55	5.09	59.96
60	6.80	78.99	6.32	73.91	5.13	60.45
61	6.96	80.85	6.44	75.31	5.17	60.92
62	7.13	82.81	6.57	76.75	5.20	61.37
63	7.31	84.87	6.70	78.23	5.24	61.80
64	7.51	87.03	6.83	79.75	5.27	62.20
65	7.71	89.31	6.96	81.30	5.30	62.59
66	7.92	91.69	7.09	82.89	5.33	62.94
67	8.14	94.19	7.23	84.50	5.36	63.27
68	8.37	96.81	7.37	86.14	5.38	63.57
69	8.61	99.56	7.51	87.79	5.40	63.84
70	8.86	102.43	7.65	89.46	5.42	64.08
71	9.13	105.44	7.79	91.12	5.42	64.08
72	9.40	108.57	7.93	92.79	5.42	64.08
73	9.69	111.84	8.07	94.44	5.42	64.08
74	9.99	115.25	8.21	96.06	5.42	64.08
75	10.30	118.78	8.34	97.65	5.42	64.08
76	10.62	122.44	8.47	99.21	5.42	64.08
77	10.95	126.22	8.59	100.71	5.42	64.08

Age of Payee When Proceeds Payable	5 Years Certain		10 Years Certain		20 Years Certain	
	Each Monthly Instalment	Each Annual Instalment	Each Monthly Instalment	Each Monthly Instalment	Each Monthly Instalment	Each Annual Instalment
78	11.29	130.13	8.71	102.14	5.42	64.08
79	11.64	134.14	8.82	103.51	5.42	64.08
80	12.00	138.25	8.92	104.80	5.42	64.08
81	12.36	142.44	8.92	104.80	5.42	64.08
82	12.73	146.70	8.92	104.80	5.42	64.08
83	13.09	151.00	8.92	104.80	5.42	64.08
84	13.46	155.34	8.92	104.80	5.42	64.08
85 and over	13.83	159.67	8.92	104.80	5.42	64.08

All Rights Reserved to the Insured.—The Insured without the consent, and to the exclusion, of the beneficiary, or any other person, shall have the right to exercise every option, enjoy every privilege and receive every benefit conferred by this policy, or allowed by the Company, including the right to change the beneficiary and the right to reduce the face amount of the policy.

The Mutual Life Insurance Company of New York,

New York, N. Y. September 26, 1930

William L. Simrell, Secretary.

(Above signature cancelled)

29-508 ARABC to I.

1 R G 1
Life—Inc. Dis. and D. I.
April, 1925.

Supplementary Benefits to Section Entitled "Benefits in Event of Total and Permanent Disability before Age 60".

Benefits if Proof Delayed and no Premium in Default.—If, while no premium is in default, the proof furnished the Company under the section providing for "Benefits in Event of Total and Permanent Disability before Age 60" is such as to entitle the Insured to the Disability Benefits provided for therein, and if due proof is also furnished the Company that such disability has been continuous since its beginning, the Company will;

(a) Begin the monthly income payments provided for in such section as of the end of the first completed month of such disability if earlier than the date of receipt of such proof instead of as of the date of receipt of such proof, and,

(b) return any premium due after the beginning of such disability which has been paid during the continuance thereof.

Benefits if Premium in Default not over Six Months.—If, not later than six months after the due date of any premium in default and provided no previously due premium is also in default, due proof is received by the Company, before the Insured shall have attained the age of sixty years that the Insured was totally and permanently disabled, as defined in the section entitled "Benefits in Event of Total and Permanent Disability before Age 60", at the date when such premium in default fell due, and has been continuously so disabled since said due date, the Policy will be reinstated without evidence

of insurability and the waiver of premium and disability income benefits shall be the same as if such default had not occurred.

The Mutual Life Insurance
Company of New York,
(Signed) William L. Simrell
William L. Simrell
Secretary.
(Above signature cancelled)

27-505. (Life.)

No. 4,361,192
The Mutual Life Insurance
Company of New York
Ordinary Life Policy
With
Double Indemnity for Death by Accident
and
Increasing Total and Permanent Disability
Benefits
On the Life of
Carl F. Stroehmann
Amount, ... $40000.
Date, June 30th 1930
Annual Premium, $1370.00
Payable for life unless dividends applied to
shorten period.

2500-7-30

It is understood and agreed that The Mutual Life Insurance Company of New York shall not be responsible for any failure of the said trustee to perform its duties as trustee, nor for the application or disposition of any moneys paid to the said trustee, and payment to the said trustee shall fully dis-

charge The Mutual Life Insurance Company of New York for the amount so paid.

The Mutual Life Insurance
Company of New York,
(Signed) William L. Simrell
William L. Simrell
Secretary.
(Above signature cancelled)

New York, N. Y. June 30th 1930.

The Beneficiary is changed to Lycoming Trust Company, Williamsport, Pa. as trustee, or its successor trustee, under an agreement dated March 7, 1928 made by and between the insured and the said trustee. It is understood and agreed that The Mutual Life Insurance Company of New York, shall not be responsible for any failure of the said trustee to perform its duties as trustee, nor for the application or disposition of any moneys paid to the said trustee, and payment to the said trustee shall fully discharge The Mutual Life Insurance Company of New York for the amount so paid.

All rights reserved to the Insured.

The Mutual Life Insurance
Company of New York,
William L. Simrell
Secretary.
(Above signature cancelled)

New York, N. Y. September 26 1930.
(27-509)

III.
MOTION TO DISMISS AMENDED BILL OF COMPLAINT
(Filed May 16, 1935)

Now, May 16, 1935 come Carl F. Strochmann and Harrisburg Trust Company, successor trustee to Lycoming Trust Company, trustee, defendants in the above entitled action, and move the court to dismiss the amended bill of complaint filed, for the following reasons:

1. The amended bill of complaint shows upon its face that Carl F. Strochmann, the insured named in the policies of insurance pleaded therein, has made demand upon the plaintiff for the payment of disability benefits, and, unless restrained will bring an action at law upon said policies to recover the same. By defense to such action the plaintiff has a full, complete and adequate remedy at law for all of the matters complained of in its amended bill of complaint.

2. The amended bill of complaint shows upon its face that the plaintiff has no cause of action against the defendants.

3. The amended bill of complaint shows upon its face that all the actions or causes of action which the plaintiff may or might have by reason of the matters stated in said bill of complaint are barred by the incontestability clause appearing in each of the policies, the disability benefit provisions of which are sought to be cancelled in the above entitled action.

4. The amended bill of complaint shows upon its face that any cause or causes of action which complainant had, or might have are barred by reason of the following facts to wit:

(a) Said action is an action to cancel the disability benefit provisions of policies Nos. 2646105, 2677078 and 4361192 issued by The Mutual Life Insurance Company of New York to Carl F. Stroehmann by reason of certain alleged misrepresentations in the applications for said disability benefit provisions.

(b) Said policy No. 2646105 was issued September 20, 1919, and contained therein the following incontestability clause:

> "*Incontestability*—This policy shall be incontestable after two years from its date of issue except for non-payment of premiums."

(c) By a supplemental agreement, dated February 23, 1928, attached to and made part of said policy No. 2646105 the disability benefits provided for in said policy were increased.

(d) Said amended bill of complaint does not seek to cancel the disability benefit provisions contained in said policy No. 2646105 as issued and as increased in accordance with the agreement heretofore referred to in sub-paragraph (c) by reason of non-payment of premiums but by reason of certain alleged misrepresentations contained in the request for change in disability benefits dated February 9, 1928, attached to the amended bill of complaint and marked Exhibit "A", and by reason of certain alleged misrepresentations contained in the application for such change dated February 11, 1928, attached to the amended bill of complaint and marked Exhibit "C".

(e) It does not appear that a contest on the ground of aforesaid alleged misrepresentations was instituted prior to the filing of the original bill of complaint on October 11, 1932, which date is more than two years after the making of said alleged misrepresentations.

(f) It does not appear that said request for change in disability benefits and said application for change in disability benefits heretofore referred to in sub-paragraph (d) were attached to said policy No. 2646105 in compliance with Art. III, Sec. 318 of the Act of May 17, 1921 P. L. 682 (40 P. S. Sec. 441) wherefore said request for change and said application are no part of said policy or contract and said disability benefits cannot be cancelled by reason of the misrepresentations alleged to be contained therein.

(g) Said Policy No. 2677078 was issued December 9, 1919 and contained therein the following incontestability clause:

> "*Incontestability*—This policy shall be incontestable after two years from its date of issue except for non-payment of premiums."

(h) By a supplemental agreement dated February 23, 1928, attached to and made part of said policy No. 2677078, the disability benefits provided for in said policy were increased.

(i) Said amended bill of complaint does not seek to cancel the disability benefit provisions contained in said policy No. 2677078 as issued and as increased in accordance with the agreement heretofore referred to in sub-paragraph (h) by reason of nonpayment of premiums but by reason of certain alleged misrepresentations contained in the request for change in disability benefits dated February 9,

1928 attached to the amended bill of complaint and marked Exhibit "B", and by reason of certain alleged misrepresentations contained in the application for such change dated February 11, 1928, attached to the amended bill of complaint and marked Exhibit "C".

(j) It does not appear that any contest on the ground of aforesaid alleged misrepresentations was instituted prior to the filing of the original bill of complaint on October 11, 1932, which date is more than two years after the making of said alleged misrepresentations.

(k) It does not appear that said request for change in disability benefits and said application for change in disability benefits heretofore referred to in sub-paragraph (h) were attached to said policy No. 2677078 in compliance with Art. III. Sec. 318, of the Act of May 17, 1921, P. L. 682 (40 P. S. Sec. 441) wherefore said request for change and said application are no part of said policy or contract and said disability benefits cannot be cancelled by reason of the misrepresentations alleged to be contained therein.

(l) Said policy No. 4361192 was issued June 30, 1930 and contained the following incontestability clause:

> "*Incontestability*—Except for non-payment of premiums and except for the restrictions and provisions applying to the Double Indemnity and Disability Benefits as provided in Sections 1 and 3 respectively, this policy shall be incontestable after one year from its date of issue unless the insured dies in such year, in which event it shall be incontestable after two years from its date of issue."

(m) It appears from the face of said amended bill of complaint that the insured Carl F. Stroehmann is living and has lived more than one year since the issuance of said policy wherefore said policy became incontestable one year after its date of issue to wit on June 30, 1931.

(n) Said amended bill of complaint does not seek to cancel the disability benefit provisions contained in said policy No. 4361192 by reason of nonpayment of premiums, nor by reason of any restriction or provision contained in sections 1 and 3 of the restrictions and provisions applying to Double Indemnity and Disability Benefits but by reason of certain alleged misrepresentations contained in the application for said policy.

(o) It does not appear that any contest on the ground of aforesaid alleged misrepresentations was instituted prior to the filing of the original bill of complaint on October 11, 1932, which date is more than one year after the making of said alleged misrepresentations.

GEORGE H. HAFER
GEO. ROSS HULL
SNYDER, HULL, HULL & LEIBY
CARL B. SHELLEY
Solicitors for Carl F. Stroehmann and Lycoming Trust Company, defendants, and Harrisburg Trust Company, successor trustee to Lycoming Trust Company.

IV.
OPINION DISMISSING AMENDED BILL OF COMPLAINT

(Filed July 2, 1935)

By Bill in Equity filed the Plaintiff, The Mutual Life Insurance Company of New York, prayed for a rescission and cancellation of the disability benefit provisions in policies of insurance issued to Carl F. Strochmann, one of the Defendants. The Defendants moved to dismiss the original Bill of Complaint, which motion was refused in an opinion by this Court filed May 17, 1934, in which the Court held that the incontestability clauses in the policies did not apply to disability benefits; that the disability clauses were exempt from the incontestability clauses, and that the insurer could sue for cancellation of disability benefit provisions because of alleged fraud inducing issuance of the policies. Since this Court refused to dismiss the Plaintiff's original Bill of Complaint, the Plaintiff filed an amended Bill of Complaint, April 18, 1935, alleging the same cause of action as that alleged in the original Bill of Complaint, but averring additional fraudulent acts on the part of the insured inducing the issuance of the policies. The Defendants have moved to dismiss the Amended Bill of Complaint.

Since the decision by this Court refusing to dismiss the original Bill of Complaint, there has been a decision by the Circuit Court of Appeals of the Ninth Circuit, The Mutual Life Insurance Company of New York vs. Joseph Markowitz and Rose Markowitz, No. 7796, not yet reported, and a de-

cision by the Circuit Court of Appeals of the Fourth Circuit, Ness vs. Mutual Life Insurance Company of New York, 70 Fed. (2d) 59. In both of these cases, the policies in suit contain incontestable clauses, the language of which is the same as that in Policy No. 4,361,192 in the case at bar, and the courts held that the incontestable clauses did apply to disability clauses in the policies.

The same question has not been decided by the Circuit Court of Appeals of this circuit, but, in view of the decisions by the Circuit Court of Appeals of the Fourth Circuit and the Circuit Court of Appeals of the Ninth Circuit, cited above, I now hold that the period of contestability passed before the original bill was filed in this case, and the defense of fraud in the procuring of the policies is not available against the insured.

Now, July 2, 1935, the Amended Bill of Complaint is dismissed. Plaintiff to pay the costs.

ALBERT L. WATSON
United States District Judge.

V.
OPINION SUSTAINING ORIGINAL BILL OF COMPLAINT.
(Filed May 17, 1934.)

The Mutual Life Insurance Company of New York, on October 11, 1932 filed a Bill in Equity against Carl F. Strochmann and Lycoming Trust Company, Trustee, to reform three policies of insurance issued by it on the life of Carl F. Stroehmann. One policy is No. 2,646,105, for the face amount of $5,000., and is dated September 20, 1919. This policy I shall refer to as Policy No. 1. Another policy is No. 2,677,078, for the face amount of $5,000., and is dated December 9, 1919. This policy I shall refer to as Policy No. 2. The other policy is No. 4,361,192, for the face amount of $40,000., and is dated June 30, 1930. This policy I shall refer to as Policy No. 3. It is alleged in the Bill that the said Carl F. Stroehmann made false answers to the questions of the medical examiners as to his physical condition at the time of his examinations, and that the Plaintiff issued the policies on the strength of these answers. Copies of the policies are attached to the Bill of Complaint. Each policy provides that the Mutual Life Insurance Company of New York will pay the face amount at the death of the insured, and double that amount if the insured's death is accidental. Each policy also provides for the payment of a monthly income to the insured in case of total and permanent disability of the insured and for the waiver of payment of premiums in case of the permanent disability of the insured. Policies Nos. 1 and 2 contain the following provisions as to incontestability: "This Policy shall

be incontestable after two years from its date of issue except for non-payment of premiums." Policy No. 3 contains the following provision as to incontestability: "Except for non-payment of premiums and except for the restrictions and provisions applying to the Double Indemnity and Disability Benefits as provided in Sections 1 and 3 respectively, this Policy shall be incontestable after one year from its date of issue unless the Insured dies in such year, in which event it shall be incontestable after two years from its date of issue." The relief prayed for is the rescission and cancellation of the provision for disability benefit provisions in the policies and the restraining of the Defendant from bringing any action at law, or otherwise upon the policies for the payment of disability benefits until the hearing in this case and the final decree therein.

The Defendants moved the Court to dismiss the Bill of Complaint for the following reasons:

> "1. The bill of complaint shows upon its face that Carl F. Stroehmann, the insured named in the policies of insurance pleaded therein, has made demand upon the plaintiff for the payment of disability benefits, and, unless restrained will bring an action at law upon said policies to recover the same. By defense to such action the plaintiff has a full, complete and adequate remedy at law for all of the matters complained of in its bill of complaint.
>
> "2. The bill of complaint shows upon its face that the plaintiff has no cause of action against the defendants."

The questions, therefore, for the Court, are: (First), Whether the Bill of Complaint shows that the Plaintiff has a cause of action against the De-

fendants; and (Second), Whether the Plaintiff has a full, complete and adequate remedy at law for all the matters complained of in the Bill of Complaint.

I shall consider the questions in the order stated.

The question as to whether the Bill of Complaint shows that the Plaintiff has a cause of action against the Defendants should, in my opinion, be answered, in the affirmative. It is urged by the Defendants that the words in the incontestable clause in Policy No. 3 do not exclude from the incontestable clause the obligation to pay disability benefits but relate only to the particular limitations and provisions contained in sections 1 and 3 of the policy; that they were inserted to assure to the company the right to insist upon those limitations and provisions after the contestable period had expired, and that they were not intended to permit any contest of the obligation to pay on the ground of fraud after the expiration of the contestable period. In Mutual Life Insurance Co. vs. McConnell, et ux., 20 D. & C. (Penna.) 250, the same question arose on exactly the same incontestable clause. There the Court said: "The question for consideration of the court is whether the incontestability clauses in these policies preclude the insurer from avoiding the disability benefits on account of fraud if more than 1 year has expired since the policies were issued. It is clear that the policies are incontestable after 1 year from the date of issue, except for 'the restrictions and provisions applying to the double indemnity and disability benefits as provided in sections 1 and 3, respectively.' "

Section 3 is entitled: " 'Benefits in event of total and permanent disability before age of 60'. It would appear, therefore, that the incontestability

clauses do not apply to the disability benefits, and the action here seeks only the cancellation of the disability provisions. The defendants, however, contend that the incontestability clauses in the policies bar the suit of the plaintiff, notwithstanding the exceptions of section 3 relative to the disability cases. It is contended that the purpose of the clause in the policy is to preclude defenses to the policy after 1 year unless the defense is nonpayment of premium, or one of the defenses incident to double indemnity or disability necessary to protect the company from injustice, which defenses are all suggested in sections 1 and 3 of the policy. It is argued that the plaintiff company cannot now go back to the inception of the policy and allege fraud on the part of the insured in answering the questions set forth in the application."

"It is true the alleged fraud goes back to the obtaining of the policy, but why should that interfere with the operation of the exception as to the disability? We have had very few cases cited by counsel relative to the question before the Court, but we have given careful examination to these and made further investigation as to the law on the subject. We are of the opinion that it was the intent of the contracts to exempt from their incontestability clauses its operation in the disability provision. In other words, the incontestability clauses do not apply to the disability benefits, and the action now before the court seeking only the cancellation of the disability provisions is therefore brought in time." In Connecticut General Life Insurance Co. vs. Jos. F. Brandstein, 233 Appellate Division, N. Y. 723; the same questions were raised as are raised here. The incontestable clauses in the policies were as

follows: "'INCONTESTABILITY.' This policy shall be incontestable after it shall have been in force during the lifetime of the Insured for two years from its date except for non payment of premiums and except as to provisions and conditions relating to benefits in the event of total and permanent disability and those granting additional insurance specifically against death by accident; but if the age of the insured be misstated, the liability of the Company shall be the amount of insurance which the premium would have purchased at the correct age." The Defendant moved to dismiss the Bill of Complaint on the ground that on its face it did not state facts sufficient to constitute a cause of action. The decision held that a Bill of Complaint to cancel the disability clauses in the insurance policy was not barred by the fact that more than two years had expired since the date of the policy inasmuch as the disability clauses were excepted from the incontestability clauses.

In a very recent case, New York Life Insurance Co. vs. Davis, et al., District Court, Western District of Pennsylvania, 5 Fed. Supp. 316, Judge Schoonmaker, in the opinion, said: "The three policies of insurance involved in this suit would have been voidable in their entirety for fraud by reason of false answers by the insured to questions in the medical part of his application for insurance, but for the incontestable clause contained in each policy.

"This clause is as follows:

"'This policy shall be incontestable after two years from its date of issue, except for non-payment of premium and except as to provisions and conditions relating to disability and double indem-

nity benefits.'"

"The plaintiff contends that by reason of this clause, it has expressly reserved to itself the right to contest this policy in so far as the provisions and conditions therein contained relating to disability and double indemnity benefits. The defendant, on the other hand, contends that the policies in their entirety are incontestable on account of this clause.

"Our view is that this clause expressly reserves to the insurance company the right to contest its liability for disability and double indemnity benefits accruing under the policy. No other ruling would give effect to the agreement of the parties. After two years, the regular life insurance liability of the company may not be contested, but the disability and double indemnity provisions always remain open to contest. There is no difficulty in cancelling the insurance contract as to the two items, and leaving it in force as to the regular life insurance factors."

In my opinion, the Bill of Complaint shows that the Plaintiff has a cause of action against the Defendants.

The remaining question is, whether the Plaintiff has a full, complete and adequate remedy at law for all matters complained of in the Bill of Complaint.

The general rule is that Equity will not ordinarily take jurisdiction of a suit for cancellation of a policy of insurance for fraud in its procurement, for the reason that the insurance company has an adequate remedy at law in its right to defend on the ground of fraud in an action instituted on the policies. Brown vs. Pacific Life Insurance Co., 62 Fed. (2) 711, and many cases there cited. And it has been

held in a number of cases that, except for the presence of the incontestable clause in the policy, a Court of Equity would not have the right to assume and try the issue whether the policy was fraudulently procured. New York Life Insurance Co. vs. Seymour, 45 Fed. (2) 47; Phoenix Mutual Life Insurance Co. vs. Bailey, 13 Wall. 616; and Cable vs. United States Life Ins. Co. 191 U. S. 288. In the case at bar, Policy No. 3 contains no incontestable provision which applies to the disability benefits. Mutual Life Insurance Co. of N. Y. vs. McConnell et ux. supra.

In those cases where the courts have held that a court of Equity is without jurisdiction of a suit for cancellation of a policy of insurance for fraud in its procurement, the policies have been policies of life insurance. In the case at bar, the Plaintiff is not seeking the cancellation of the life insurance policies, but the cancellation of the disability provisions only. Policies Nos. 1, 2, and 3 each contain two separate contracts, one of life insurance, and the other of indemnity against total and permanent physical disability and for double indemnity. Penn Mutual Life Ins. Co. vs. Hartle, et al., 166 Atl. 614. On life insurance policies procured by fraud, there is but one cause of action, for a person dies but once. Disability policies procured by false representations and fraud create a continuous liability. It must be clear that the relief sought could not be obtained by defending an action instituted at law for recovery under the disability features of the policies, for an action at law might terminate in such a way as not to decide the issue of fraud. In Brown vs. Pacific Mutual Life Insurance Co. supra, in which there was a motion to dismiss the suit similar to the

motion in this case, the court said: "In the case at bar, the insured is living and there is consequently no possible way in which complainant can secure the full relief to which it is entitled except in equity. It is argued that relief might be obtained at law by defending the action instituted for recovery under the disability feature of the policy. But it is clear that this remedy would not be full, complete, or adequate. In the first place, the action at law might be terminated in such a way as not to decide the issue of fraud at all and in the meantime the policy might have become incontestable. In the second place, the judgment in that action would not be binding upon the beneficiary. See New York Life Ins. Co. vs. Halpern, (D. C.) 47 Fed. (2), 935,936. In addition to this, it is well settled that equity jurisdiction existing at the commencement of the suit is not lost because after the filing of the bill an adequate legal remedy has become available. Dawson vs. Kentucky Distilleries & Warehouse Co., 255 U. S. 288,296; 41 S. Ct. 272; 65 L. Ed. 638, N. Y. Life Ins. Co. vs. Seymour, supra. We think that both on reason and authority, therefore, the jurisdiction of equity in a case such as this is thoroughly established."

I conclude, therefore, that the Plaintiff does not have a full, complete and adequate remedy at law for all of the matters complained of in the Bill of Complaint.

The questions raised as to Policies Nos. 1 and 2 have not been discussed in this opinion, but the Bill certainly presents a case for relief, and it is well settled that a Bill will not be dismissed if it presents a case for relief. U. S. vs. Railway Employes' Department, American Federation of Labor, et. al., 286 Fed. 228. Ralston Steel Car Co. vs. National Dump Car Co., 222 Fed. 590.

Now, May 17, 1934, Defendants' Motion to dismiss is denied.

ALBERT L. WATSON,
United States District Judge.

VI.
PETITION FOR ALLOWANCE OF APPEAL
(Filed September 6, 1935)

And now, this sixth day of September, 1935, The Mutual Life Insurance Company of New York, the plaintiff in the above entitled suit, conceiving itself aggrieved by the order and decree made and entered on the 2nd day of July, 1935, in the above cause, dismissing the amended bill of complaint, does hereby appeal therefrom to the Circuit Court of Appeals for the Third Circuit for the reasons specified in the assignment of errors, which is filed herewith, and it prays that this appeal may be allowed, that a citation be issued directed to the above named defendants, Carl F. Stroehmann and Lycoming Trust Company, Trustee, commanding them to appear before the Circuit Court of Appeals for the Third Circuit to do and receive what may appertain to justice to be done in the premises, and that a transcript of the record, proceedings and pleadings upon which said order and decree were made be duly authenticated and sent to the said Circuit Court of Appeals.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.
By O'MALLEY, HILL, HARRIS & HARRIS,
FREDERICK L. ALLEN,
Its Attorneys.

VII.

ORDER OF COURT ALLOWING APPEAL ON FILING OF BOND
(Filed September 6, 1935)

The foregoing appeal is hereby allowed upon filing bond to be approved by this Court in the sum of Two Hundred and Fifty Dollars ($250.00).

Scranton, Pa., September 6, 1935.

ALBERT L. WATSON,
United States District Judge.

VIII.

ASSIGNMENTS OF ERROR
(Filed September 6, 1935)

And now, to wit, the Sixth day of September, 1935, comes The Mutual Life Insurance Company of New York, the plaintiff in the above entitled proceedings in equity, and files the following assignments of error, upon which it will rely in the prosecution of its appeal to the Circuit Court of Appeals for the Third Circuit from the decree made by this Honorable Court on the 2nd day of July, 1935, in the above cause:

I.

That the United States Court for the Middle District of Pennsylvania erred in dismissing the amended bill of complaint.

II.

That the said Court erred in impliedly holding that the cause of action set forth in the bill of complaint was lacking in equity.

III.

That the said Court erred in holding that the cause of action set forth in the amended bill of complaint was barred because this suit brought therefor was not brought within the period mentioned in the contestability clauses.

IV.

That the said Court erred in holding that the acts of fraud alleged in the amended bill of complaint could not be alleged in this suit against the insured for the cancellation of the disability agreements attached to the policies.

V.

That the said Court erred in holding that the contestability clauses in the policies were applicable to the disability agreements.

Wherefore, the appellant prays that the aforesaid decree be reversed and that the United States District Court for the Middle District of Pennsylvania be ordered to enter a decree in accordance with the bill of complaint or in such form as the Circuit Court of Appeals shall deem just.

O'Malley, Hill, Harris & Harris,
Attorneys for Plaintiff, Appellant.

IX.

CITATION

(Filed September 16, 1935)

United States of America, ss.

The President of the United States:

To Carl F. Stroehmann and Lycoming Trust Company, Trustee,

Greeting:

You are hereby cited and admonished to be and appear at a United States Circuit Court of Appeals for the Third Circuit, to be holden at the City of Philadelphia within thirty days, pursuant to Appeal and Assignments of Error filed in the Clerk's Office of the District Court of the United States, Middle District of Pennsylvania, wherein, The Mutual Life Insurance Company of New York, is the Appellant and you are the Appellees to show cause, if any there be, why the Judgment rendered against said Appellant as in the said Appeal and Assignments of Error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witnesseth, the Honorable Albert L. Watson, Judge of the District Court of the United States, this 6th day of September in the year of our Lord, One Thousand Nine Hundred and Thirty-five.

S. W. HOFFORD,
Clerk.
per R. G. LOHMANN,
Deputy.

(Seal)

September 13, 1935, service of within citation acknowledged and copy received.

GEO. ROSS HULL,
Attorney for Appellees.

X.

PRAECIPE

(Filed September 6, 1935)

To the Clerk of the United States District Court for the Middle District of Pennsylvania.

Sir:

You will please prepare a transcript of the record to be transmitted to the Circuit Court of Appeals for the Third Circuit, in pursuance to the appeal heretofore taken in this case, and include therein the following:

1. Amended bill of complaint.
2. Motion to dismiss amended bill.
3. Opinion and order dismissing amended bill.
4. Opinion and order of the court sustaining original bill.
5. The assignments of error.
6. Copy of citation with proof of service.
7. Copy of all praecipes or signed stipulations.

O'MALLEY, HILL, HARRIS & HARRIS,
Counsel for Plaintiff-Appellant.

The foregoing praecipe for the transcript of record on appeal is hereby approved by the appellees.

SNYDER, HULL, HULL & LEIBY,
BY GEO. ROSS HULL,
Counsel for Appellees.

ORDER

Now, September 16, 1935, the Clerk of the District Court is authorized and directed to mail all the original files as specified in the praecipe to the Clerk of the United States Circuit Court of Appeals, Third Circuit, for the purpose of printing the transcript of record on appeal.

ALBERT L. WATSON,
U. S. District Court.

[fol. 174] IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT, OCTOBER TERM, 1935

No. 5934

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, Complainant-Appellant,

vs.

CARL F. STROEHMANN and LYCOMING TRUST CO., Trustee, Respondents-Appellees

And afterwards, to wit, the 4th day of December, 1935, come the parties aforesaid by their counsel aforesaid, and this case being called for argument sur pleadings and briefs, before the Honorable Joseph Buffington, Honorable J. Warren Davis, and Honorable J. Whitaker Thompson, Circuit Judges, and the Court not being fully advised in the premises, takes further time for the consideration thereof.

And afterwards, to wit, on the 6th day of October, 1936, come the parties aforesaid by their counsel aforesaid, and the Court, now being fully advised in the premises, renders the following decision:

[fol. 175] IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT, OCTOBER TERM, 1935

No. 5934

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, Complainant-Appellant,

v.

CARL F. STROEHMANN and LYCOMING TRUST CO., Trustee, Respondents-Appellees

Appeal from the District Court of the United States for the Middle District of Pennsylvania

OPINION—Filed October 6, 1936

Before Buffington, Davis and Thompson, Circuit Judges

DAVIS, Circuit Judge:

This is an appeal from an order of the District Court dismissing the bill of complaint by which the appellant

sought to have the provisions for disability benefits in three policies of insurance issued by it to the appellee, Stroehmann, rescinded on the ground that he had made false and fraudulent misstatements in response to questions [fol. 176] in his medical examination. The appellant also prayed that the appellees be restrained from bringing any action at law or otherwise upon the policies. The appellees filed a motion to dismiss the bill. The District Court, after issuing an order on May 17, 1934 denying the motion reversed its position, and on July 2, 1935, issued the order dismissing the bill, on the authority of the decisions in Ness v. Mutual Life Ins. Co., 70 Fed. (2d) 59, (C. C. A. 4), and Mutual Life Ins. Co. v. Markowitz, 78 Fed. (2d) 396, (C. C. A. 9).

Policies No. 2,646,105 and No. 2,677,078, hereinafter referred to as policies Nos. 1 and 2, were issued in 1919. Both of these policies are for the face value of $5,000, and contain provisions for "Benefits in the event of total and permanent disability before age 60", which entitled the insured to annual payments so long as the disability continued, of "a sum equal to one tenth of the face amount of the policy." On February 9, 1928, Stroehmann signed two applications requesting that the above policies be changed to what is known as the "1926 Increasing Disability Benefits in event of Total and Permanent Disability * * *." These applications included the provision that if "the statements or answers in said medical examination shall be in any respect untrue, * * * any disability benefits granted under said policy shall be only those, if any, provided for in said policy before the change herein requested was made". After the medical examination was made, the change requested was effected on February 23, 1928, and the new disability provisions were attached to the original policies in riders.

On October 11, 1932 the appellant filed a bill of complaint, in which it prayed that the "Increasing Disability" provisions, added to policies Nos. 1 and 2, and the disability provision of policy No. 3 be rescinded because of fraudulent [fol. 177] misstatements made in answer to questions in the medical examination and that the defendants be restrained from bringing any action at law or otherwise on the policies. It will be noted that the insurer does not seek to

rescind the disability provisions under the original policies, Nos. 1 and 2.

The appellees contend that the disability provisions are no longer contestable by the complainant on the ground that the incontestability clause included in the original policies is applicable to the riders attached in 1928. The incontestability clause reads as follows: "This policy shall be incontestable after two years from its date of issue except for the non payment of premiums."

The only authority for the position of the appellees lies in the analogy in cases dealing with reinstatement of lapsed policies. Under these cases an incontestability clause begins to run anew as of the time that the lapsed policy is reinstated. Lincoln National Life Ins. Co. v. Hammer, 41 Fed. (2d) 12 (C. C. A. 8); New York Life Ins. Co. v. Seymour, 45 Fed. (2d) 47 (C. C. A. 6).

But the Company expressly reserved the defense of fraud by the provision in the application to the effect that in case the answers were in any respect untrue, the disability benefits should be those in the policy before the change.

The appellees further contend that even if the incontestability clause is inapplicable, under the Act of May 17, 1921 (P. L. 682, 701, 721, Art. III, Sec. 318, and Art. IV, Sec. 410 (d)) the application and report of the medical examination cannot be introduced in evidence to prove fraud because it was not attached to the policy.

The applicable provisions of the Act of May 17, 1921 read as follows:

[fol. 178] Art. III, Sec. 318:

"All insurance policies, issued by stock or mutual insurance companies or associations doing business in this State, in which the application of the insured, the constitution, by-laws, or other rules of the company form part of the policy or contract between the parties thereto, or have any bearing on said contract, shall contain, or have attached to said policies, correct copies of the application as signed by the applicant, or the constitution, by-laws, or other rules referred to; and, unless so attached and accompanying the policy, no such application, constitution, or by-laws, or other rules shall be received in evidence in any controversy between the parties to, or interested in, the policy, nor

shall such application, constitution, by-laws, or other rules be considered a part of the policy or contract between such parties."

Art. IV, Sec. 410:

"No policy of life or endowment insurance, except policies of industrial insurance where the premiums are payable monthly or oftener, shall be issued or delivered by any stock or mutual life insurance company in this Commonwealth unless it contains, in substance, the following provisions:

"(d) A provision that the policy shall constitute the entire contract between the parties, but if the company desires to make the application a part of the contract, it may do so, provided a copy of such application shall be endorsed upon or attached to the policy when issued, and in such case the policy shall contain a provision that the policy and the application therefor shall constitute the entire contract between the parties."

The application for the increase of disability benefits, which contains as a part thereof the report of the medical examination, was, as above stated, not attached to the policy. The appellant attempts to answer this contention [fol. 179] by citing authorities to the effect that the application for a reinstatement of a lapsed policy may be introduced in evidence even though it is not attached to the policy. These cases, however, are based upon the theory that in the reinstatement of a lapsed policy no new policy is issued, and that therefore the situation is not covered by the above statute. Rothchild v. New York Life Ins. Co., 106 Pa. Super. Ct. 554; Jones v. Metropolitan Life Ins. Co., 109 Pa. Super. Ct. 506. But the provision for disability benefits and the provision for paying insurance on a life, though contained in the same policy of life insurance, are nevertheless severable and distinct contracts. Pyramid Life Ins. Co. v. Selkirk, 80 Fed. (2d) 553. Consequently the riders attached to policies Nos. 1 and 2 in 1928, were entirely new policies of disability insurance, and were based on the conditional abandonment of the disability provisions contained in the original policies. Under this interpretation the statute quoted above definitely prohibits the use of the application, and, therefore, the report of the medical

examination, which was a part thereof, is not in the evidence. The statute does not, however, prevent the appellant from proving the existence of fraud by other methods. In Gordon, Secretary of Banking v. Continental Casualty Co., 311 Pa. 109, the court made the following statement:

"That section 318 of 'The Insurance Company Law of 1921' which deals with this subject, does not exclude proof of the fact (of false statements made in the application) but only excludes its proof by the application itself, if not attached to the policy. Whether or not the fact can be otherwise proved, will be known when the case is tried in due course."

The case of Hews v. Equitable Life Assurance Society, 143 Fed. 850, decided by this court and relied upon by the [fol. 180] appellant, is not applicable to the present state of facts since in that case the report of the medical examination was not considered to be a part of the application.

In policies Nos. 1 and 2, therefore, the appellant has the right to have the increased disability benefit provisions, added thereto in 1928, rescinded if it is able to prove the existence of fraud on the part of the insured at the inception of these contracts without placing the applications in evidence.

Policy No. 4,361,192, referred to as policy No. 3, 4,361,-192, was issued on June 30, 1930, and has a face value of $40,000. This policy also contains disability and double indemnity provisions which the appellant is seeking to have rescinded because of alleged fraudulent misstatements made by the insured in response to questions in the medical examination.

The appellees contend that the disability and double indemnity provisions of this policy are no longer open to dispute because of the incontestability clause included therein which reads as follows:

"Incontestability.—Except for non payment of premiums and except for the restrictions and provisions applying to the Double Indemnity and Disability Benefits as provided in Sections 1 and 3 respectively, this policy shall be incontestable after one year from its date of issue, unless the insured dies in such year, in which event it shall be incontestable after two years from its date of issue."

In New York Life Insurance Co. v. Gatti, and New York Life Ins. Co. v. Ruhlin, — Fed. (2d) — (recently decided), where the incontestability clause was substantially the same as the one quoted above, we held that the insurer not only had the right to contest liability under the double indemnity [fol. 181] and disability provisions, but also the right to have those provisions rescinded in case of fraud, even though the period of limitations set forth in the incontestability clause had run if a suit at law had not previously been instituted. The incontestability clause would be meaningless and purposeless if we confine the appellant's right to contest liability thereunder to the limits of coverage set forth in sections 1 and 3. New York Life Insurance Co. v. Gatti, supra. That right it has without the excepting clause.

The order of the District Court is reversed and the case is remanded for further proceedings in accordance with this opinion.

A true Copy. Teste:

—— ——, Clerk of the United States Circuit Court of Appeals for the Third Circuit.

[fol. 182] In the United States Circuit Court of Appeals for the Third Circuit, October Term, 1935

No. 5934

The Mutual Life Insurance Company of New York, Complainant-Appellant,

vs.

Carl F. Stroehmann and Lycoming Trust Co., Trustee, Respondents-Appellees

Appeal from the District Court of the United States, for the Middle District of Pennsylvania

This cause came on to be heard on the transcript of record from the District Court of the United States, for the Middle District of Pennsylvania, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged, and decreed by this Court that the decree of July

2, 1935 of the said District Court in this cause be, and the same is hereby reversed, with costs, and the case is remanded to the said District Court for further proceedings in accordance with the opinion of this Court.

Philadelphia, October 6, 1936.

J. Warren Davis, Circuit Judge.

Endorsements: Order Reversing Decree of July 2, 1935. Received & Filed Oct. 6, 1936. Wm. P. Rowland, Clerk.

[fol. 183] UNITED STATES OF AMERICA,
Eastern District of Pennsylvania,
Third Judicial Circuit, set.:

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, do hereby certify the foregoing to be a true and faithful copy of the original Transcript of Record and proceedings in this Court in the case of Mutual Life Insurance Company of New York, Appellant, vs. Carl F. Stroehmann and Lycoming Trust Co., Trustee, Appellees, No. 5934, on file, and now remaining among the records of the said Court, in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 15th day of December, in the year of our Lord one thousand nine hundred and thirty-six and of the Independence of the United States the one hundred and sixty-first.

Wm. P. Rowland, Clerk of the U. S. Circuit Court of Appeals, Third Circuit. (Seal United States Circuit Court of Appeals, Third Circuit.)

[fol. 184] SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed February 1, 1937

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Third Circuit is granted, limited to the question of the application and effect of the incontestability clause in policy No. 4,361,192.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.